

William L. Miltner, Esq./ SBN 139097  
 Sean M. Piccola, Esq./SBN 232487  
 MILTNER LAW GROUP, APC  
 ATTORNEYS AT LAW  
 Emerald Plaza  
 402 West Broadway, Suite 810  
 San Diego, California 92101  
 Telephone (619) 615-5333  
 Telefax (619) 615-5334

FILED

08 MAR 27 AM 10:34

CLERK, U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIABY: *Rm* DEPUTY

Attorneys for BROKEN ARROW COMMUNICATIONS, INC.

## IN THE UNITED STATES DISTRICT COURT

## FOR THE SOUTHERN DISTRICT OF CALIFORNIA

BROKEN ARROW COMMUNICATIONS,  
INC., a New Mexico Corporation,

Plaintiff,

v.

HARRIS CORPORATION, a Delaware  
Corporation; and DOES 1 through 100,

Defendants.

CASE NO: '08 CV 0573 W RBB

## COMPLAINT FOR:

- (1) BREACH OF CONTRACT;
- (2) ACCOUNT STATED;
- (3) QUANTUM MERUIT - SERVICES,  
WORK AND LABOR;
- (4) DECLARATORY RELIEF

Plaintiff BROKEN ARROW COMMUNICATIONS alleges as follows:

JURISDICTION AND VENUE

1. This court has original jurisdiction over this action under 28 U.S.C.A. section 1332, in that it is a civil action between citizens of different states in which the matter in controversy exceeds, exclusive of costs and interest, fifty thousand dollars. Specifically, Plaintiff, BROKEN ARROW COMMUNICATIONS, INC. ("BROKEN ARROW") is, and at all times herein mentioned was, a New Mexico Corporation with its principal place of business in Carlsbad, California. On information and belief, Defendant HARRIS CORPORATION ("HARRIS") is, and at all times herein mentioned was, a Delaware corporation with its principal place of business in Melbourne, Florida.

2. Venue lies in this Southern District of California pursuant to 28 U.S.C.A. section 1391(c) in that HARRIS continuously maintains two offices within this District at 1550 Hotel Circle

*CR*

1 N, Suite 450, San Diego, CA 92108, and 5333 Mission Center Road, Suite 105, San Diego, CA  
2 92108, and by virtue of these offices, HARRIS would be subject to personal jurisdiction in this  
3 District if the District were a separate state. Further, the written contract pursuant to which BROKEN  
4 ARROW began performing services for HARRIS was executed in this District, and paragraph 28.1  
5 of that written contract provides: "The Parties hereby consent to the exclusive jurisdiction of the  
6 courts of the State of California. In any action relating to this CONTRACT, venue shall lie in  
7 California." A true and correct copy of the CONTRACT is attached hereto as Exhibit "A."

8 3. The true names and capacities, whether individual, corporate or otherwise, of  
9 Defendants named herein as DOES 1 through 100 inclusive are unknown to BROKEN ARROW, who  
10 is informed and believes, and thereon alleges, that each of said fictitiously named Defendants is liable  
11 to BROKEN ARROW on the causes of action herein alleged, and therefore BROKEN ARROW sues  
12 said Defendants by such fictitious names. BROKEN ARROW will move to amend this complaint  
13 when the true names and capacities of said fictitiously name Defendants have been ascertained.

14 4. BROKEN ARROW is informed and believes that at all times herein mentioned,  
15 each of the Defendants was the agent and employee of each of their co-Defendants, and in doing the  
16 things herein mentioned, was acting in the scope of its authority as such agent and employee, and with  
17 the permission and consent of their co-Defendants.

18 **DEMAND FOR JURY TRIAL**

19 5. BROKEN ARROW hereby demands a jury trial as to all counts contained in  
20 this Complaint.

21 **GENERAL ALLEGATIONS**

22 6. On or about June 23, 2004, BROKEN ARROW and HARRIS entered into a  
23 services contract entitled "FIRM FIXED PRICE SERVICES CONTRACT, NUMBER  
24 HCBA060304" ("CONTRACT"). Pursuant to the CONTRACT, BROKEN ARROW was to perform  
25 various services relating to microwave radio engineering and installation for HARRIS. The  
26 CONTRACT did not contain specific terms for each individual service transaction, and any specific  
27 terms for a given project were to be contained in a "Purchase Order Release" issued for each  
28 individual project. The initial term of the CONTRACT was from June 3, 2004 through June 3, 2006.

1 However, the CONTRACT was eventually extended, and BROKEN ARROW continued to perform  
2 work for HARRIS under substantially the same general terms as were contained in the CONTRACT.  
3 A true and correct copy of the CONTRACT is attached to this Complaint as Exhibit "A."

4 7. In 2006, BROKEN ARROW submitted a quote to HARRIS for services to be  
5 performed by BROKEN ARROW concerning the de-installation and installation of antennas and  
6 related work in or around Midland, Texas, such quote amount totaling \$304,826.00. Thereafter,  
7 HARRIS generated Purchase Order SUB-472931 for the total amount of \$304,826.00 in response to  
8 BROKEN ARROW's quote.

9 8. BROKEN ARROW is informed and believes that on or about the same time the  
10 Purchase Order was generated by the HARRIS, HARRIS prepared a "Statement of Work" for the  
11 Midland Texas project (The quote, Purchase Order SUB-472931 and the Statement of work are  
12 hereinafter referenced as the "MIDLAND AGREEMENT"). A true and correct copy of the  
13 MIDLAND AGREEMENT is attached hereto as Exhibit "B."

14 9. Pursuant to the terms of the MIDLAND AGREEMENT, BROKEN ARROW  
15 undertook and performed all the necessary services required thereunder between July 18, 2006 and  
16 September 27, 2006. After completing the required services, BROKEN ARROW demanded the then-  
17 unpaid balance owed under the MIDLAND AGREEMENT, which totaled \$13,496.40.

18 10. Despite BROKEN ARROW's demand, HARRIS has failed and refused and  
19 continues to refuse to pay the \$13,496.40 due and owing BROKEN ARROW.

20 11. On or about August 14, 2006, BROKEN ARROW submitted an additional  
21 quote to HARRIS for services to be performed by BROKEN ARROW concerning the de-installation  
22 and installation of antennas and related work in or around Utah, such quote amount totaling  
23 \$142,070.00. Thereafter, HARRIS generated Purchase Order SU-473081 for the total amount of  
24 \$142,070.00 in response to BROKEN ARROW's quote.

25 12. BROKEN ARROW is informed and believes that on or about the same time the  
26 Purchase Order was generated by the HARRIS, HARRIS prepared a "Statement of Work" for the  
27 Utah project (The quote, Purchase Order SU-473081 and the Statement of work are hereinafter  
28 referenced as the "UTAH AGREEMENT"). A true and correct copy of the UTAH AGREEMENT

1 is attached hereto as Exhibit "C."

2 13. Pursuant to the terms of the UTAH AGREEMENT, BROKEN ARROW  
3 undertook and performed all the necessary services required thereunder between July 8, 2006 and  
4 February 15, 2007. After completing the required services, BROKEN ARROW demanded the  
5 balance owed under the UTAH AGREEMENT, which totaled the entire UTAH AGREEMENT  
6 AMOUNT of \$142,070.00.

7 14. Despite BROKEN ARROW's demand, HARRIS has failed and refused and  
8 continues to refuse to pay the \$142,070.00 due and owing BROKEN ARROW.

9 15. On or about August 16, 2006, BROKEN ARROW submitted an additional  
10 quote to HARRIS for services to be performed by BROKEN ARROW concerning the de-installation  
11 and installation of antennas and related work in or around Wyoming, such quote amount totaling  
12 \$183,100.00. Thereafter, HARRIS generated Purchase Order SU-473108 for the total amount of  
13 \$183,100.00 in response to BROKEN ARROW's quote.

14 16. BROKEN ARROW is informed and believes that on or about the same time the  
15 purchase order was generated by the HARRIS, HARRIS prepared a "Statement of Work" for the  
16 Wyoming project (The quote, Purchase Order SU-473108 and the Statement of work hereinafter  
17 referenced as the "WYOMING AGREEMENT"). A true and correct copy of the WYOMING  
18 AGREEMENT is attached hereto as Exhibit "D."

19 17. Pursuant to the terms of the WYOMING AGREEMENT, BROKEN ARROW  
20 undertook and began performance of the necessary services required thereunder on November 13,  
21 2006. On or about December 16, 2006, HARRIS requested that BROKEN ARROW demobilize from  
22 the WYOMING AGREEMENT project. Upon BROKEN ARROW's demobilization, BROKEN  
23 ARROW demanded the balance owed for work then completed pursuant to the WYOMING  
24 AGREEMENT, which totaled \$126,743.00.

25 18. Despite BROKEN ARROW's demand, HARRIS has failed and refused and  
26 continues to refuse to pay the \$126,743.00. due and owing BROKEN ARROW.

27 ///

28 ///

**COUNT I**

**(Breach of Contract Against Defendants HARRIS and DOES 1 through 100)**

19. BROKEN ARROW incorporates by reference paragraphs 1 through 18 herein above as though the same were set forth in full herein.

20. In 2006, pursuant to the terms of the CONTRACT, BROKEN ARROW and HARRIS entered into the MIDLAND AGREEMENT for the installation and de-installation of antennas and related work.

21. BROKEN ARROW has fully performed all conditions, covenants and promises required to be performed on its part pursuant to the MIDLAND AGREEMENT.

22. HARRIS has breached the MIDLAND AGREEMENT by failing and refusing to issue a final payment due under the MIDLAND AGREEMENT to BROKEN ARROW in the amount of \$13,496.40.

23. As a result of HARRIS' breach of the MIDLAND AGREEMENT, BROKEN ARROW has been damaged in the principal sum of \$13,496.40 as an unpaid balance on the MIDLAND AGREEMENT together with interest thereon at the maximum legal rate.

24. As a further direct and proximate result of HARRIS' breach of the MIDLAND AGREEMENT, BROKEN ARROW has been compelled to engage the law firm of Miltner Law Group to prosecute the instant action. Pursuant to the terms of the MIDLAND AGREEMENT, BROKEN ARROW is entitled to reasonable costs and attorneys' fees incurred in the prosecution of this action.

WHEREFORE, BROKEN ARROW prays for judgment as set forth below.

**COUNT II**

**(Breach of Contract Against HARRIS and DOES 1-100)**

25. BROKEN ARROW incorporates by reference paragraphs 1 through 24 herein above as though the same were set forth in full herein.

26. In August of 2006, pursuant to the terms of the CONTRACT, BROKEN ARROW and HARRIS entered into the UTAH AGREEMENT for the installation and de-installation of antennas and related work.

1 27. BROKEN ARROW has fully performed all conditions, covenants and  
2 promises required to be performed on its part pursuant to the UTAH AGREEMENT.

3 28. HARRIS has breached the UTAH AGREEMENT by failing and refusing  
4 to issue a final payment due under the UTAH AGREEMENT to BROKEN ARROW in the amount  
5 of \$142,070.00.

6 29. As a result of HARRIS' breach of the UTAH AGREEMENT, BROKEN  
7 ARROW has been damaged in the principal sum of \$142,070.00 as an unpaid balance on the UTAH  
8 AGREEMENT together with interest thereon at the maximum legal rate.

9 30. As a further direct and proximate result of HARRIS' breach of the UTAH  
10 AGREEMENT, BROKEN ARROW has been compelled to engage the law firm of Miltner Law  
11 Group to prosecute the instant action. Pursuant to the terms of the UTAH AGREEMENT, BROKEN  
12 ARROW is entitled to reasonable costs and attorneys' fees incurred in the prosecution of this action.

13 WHEREFORE, BROKEN ARROW prays for judgment as set forth below.

14 **COUNT III**

15 **(Breach of Contract Against HARRIS and DOES 1-100)**

16 31. BROKEN ARROW incorporates by reference paragraphs 1 through 30  
17 hereinabove as though the same were set forth in full herein.

18 32. In August of 2006, pursuant to the terms of the CONTRACT, BROKEN  
19 ARROW and HARRIS entered into the WYOMING AGREEMENT for the installation and de-  
20 installation of antennas and related work.

21 33. BROKEN ARROW has fully performed all conditions, covenants and  
22 promises required to be performed on its part pursuant to the WYOMING AGREEMENT.

23 34. HARRIS has breached the WYOMING AGREEMENT by failing and refusing  
24 to issue a payment for work completed pursuant to the WYOMING AGREEMENT to BROKEN  
25 ARROW in the amount of \$126,743.00.

26 35. As a result of HARRIS' breach of the WYOMING AGREEMENT, BROKEN  
27 ARROW has been damaged in the principal sum of \$126,743.00 as an unpaid balance on the  
28 WYOMING AGREEMENT together with interest thereon at the maximum legal rate.

### COUNT IV

37. BROKEN ARROW incorporates by reference paragraphs 1 through 36 hereinabove as though the same were set forth in full herein.

39. No part of the sum has been paid, and there is now due, owing and unpaid from HARRIS to BROKEN ARROW a principal sum in excess of \$282,309.40, together with interest thereon at the maximum legally permissible rate.

**COUNT V**

40. BROKEN ARROW incorporates by reference paragraphs 1 through 39 hereinabove as though the same were set forth in full herein.

42. The agreed reasonable value of the work, labor and materials was and is a principal sum of \$282,309.40, and HARRIS agreed to pay this sum to **BROKEN ARROW**.

7



43. No part of the sum has been paid, and there is now due, owing and unpaid a principal sum of \$282,309.40, together with interest thereon at the maximum legally permissible rate from and after date according to proof.

WHEREFORE, BROKEN ARROW prays for judgment as set forth below.

**COUNT V**

**(Declaratory Relief Against HARRIS and DOES 1-100)**

44. Plaintiff incorporates by reference paragraphs 1 through 43 hereinabove as though the same were set forth in full herein.

45. There currently exists an actual controversy relating to the legal rights and duties of the respective parties under the MIDLAND, UTAH and WYOMING AGREEMENTS concerning HARRIS' duties to make payments. BROKEN ARROW hereby requests that these rights and duties be adjudged by the court and determined therefore.

WHEREFORE, BROKEN ARROW prays for judgment as set forth below.

**PRAYER FOR RELIEF**

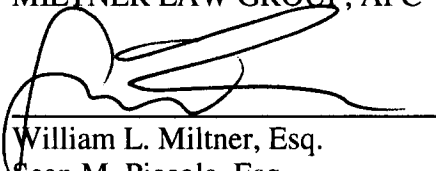
WHEREFORE, BROKEN ARROW prays for judgment against HARRIS and DOES 1-100, and each of them, as follows:

1. For a principal sum in excess of \$282,309.40 according to proof at trial;
2. For interest thereon at the maximum legally permissible rate;
3. For an order declaring that HARRIS has breached the MIDLAND, UTAH and WYOMING AGREEMENTS, and is indebted to BROKEN ARROW in the principal sum in excess of \$282,309.40;
4. For costs of suit and attorneys' fees incurred herein; and
5. For such other and further relief as the court deems just and proper.

Dated: March 26, 2008

MILTNER LAW GROUP, APC

By:

  
William L. Miltner, Esq.  
Sean M. Piccola, Esq.  
Attorneys for BROKEN ARROWS  
COMMUNICATIONS, INC.

G:\1670\005\Pleading\Complaint.wpd







FIRM FIXED PRICE SERVICES CONTRACT  
NUMBER #HCBA060304

THIS SERVICES CONTRACT (this "CONTRACT") is made by and between HARRIS CORPORATION, acting through its MICROWAVE COMMUNICATIONS DIVISION ("HARRIS"), a Delaware corporation with offices at 350 Twin Dolphin Drive, Redwood Shores, CA 94065-1421 and Broken Arrow Electric ("SUBCONTRACTOR") with its principal place of business at 5931 Sea Lion Place, Suite 109, Carlsbad, CA 92008.

WHEREAS, HARRIS owns and operates a microwave radio manufacturing business at the above address; and,

WHEREAS, HARRIS has the need, from time to time, to contract for certain outside SERVICES; and,

WHEREAS, SUBCONTRACTOR is ready, willing and able to perform such SERVICES,

NOW, THEREFORE, in consideration of the above and of the mutual promises, covenants and representations hereinafter contained, HARRIS and SUBCONTRACTOR (each a "Party," and together the "Parties") hereby agree as follows.

ARTICLE 1 - Term

The term of this CONTRACT shall be from 6/3/04 to 6/3/06 (the "Expiration Date"), unless otherwise terminated prior to the Expiration Date at HARRIS' sole option. This CONTRACT may be extended beyond the Expiration Date upon the written agreement of the Parties signed by both Parties prior to the Expiration Date.

ARTICLE 2 - Notices

All notices and other communications required to be given under this CONTRACT shall be in writing and shall be effective when delivered personally or by FAX or, if mailed, five (5) days after mailing, postage prepaid and addressed to the parties at their respective addresses set forth below:

If to HARRIS:

HARRIS CORPORATION, MICROWAVE COMMUNICATIONS DIVISION  
350 Twin Dolphin Drive  
Redwood Shores, Ca 94065-1421  
Attention: Manager - Resale Products Management  
FAX: 650 594-3756

**HARRIS**

If to SUBCONTRACTOR:

•  
•  
•  
•  
•

### ARTICLE 3 - SERVICES to be Provided

3.1 SUBCONTRACTOR shall perform the SERVICES generally described as Engineering, Field Installation, Technical SERVICES, Civil Inspector and/or Project Engineering. The SUBCONTRACTOR shall have on hand sufficient quantities of installation and testing tools, diagnostic and test equipment, and supplies as are necessary to perform the SERVICES contracted to them by Harris. Expenses incurred in the procurement of tools, test equipment and supplies, necessary to complete the SERVICES contracted to SUBCONTRACTOR shall be at SUBCONTRACTOR's sole expense. Tools and test equipment owned by Harris at the installation sites assigned by Harris to SUBCONTRACTOR shall be at the SUBCONTRACTOR's full responsibility and shall be returned to Harris in satisfactory operating condition. If the tools and test equipment are found to be in unsatisfactory condition, the SUBCONTRACTOR shall bear the expense of either repairing or replacing said tools and equipment.

3.2 Additionally, SUBCONTRACTOR agrees to perform any and all SERVICES requested by HARRIS that are reasonably related to the installation, testing, commissioning and maintenance of a microwave radio communications systems. Such SERVICES, required in the engineering and construction of telecommunications systems shall include, but are not limited to: installation of radios, multiplex, battery plants, chargers, buildings, antennas, transmission line, project engineering and activity reporting, alignment and testing.

3.3 SERVICES performed by the SUBCONTRACTOR shall be performed in strict compliance with the terms of this CONTRACT and with any and all applicable specifications or directives as may be incorporated hereto or otherwise made part of this CONTRACT by its reference elsewhere.

### ARTICLE 4 - Compensation

4.1 CEILING PRICE: This is a Blanket SERVICES Agreement and not a commitment to purchase a specific quantity of SERVICES or materials. The Ceiling Price shall be specified in the Purchase Order Releases per project.

4.2 ALLOWABLE CHARGES: Following is a list of the charges allowed under this CONTRACT.

## **HARRIS**

### 4.2.1 LABOR (BLANK)

### 4.2.2 MATERIALS (BLANK)

4.2.3 The Parties agree that, except as expressly provided in this Article 4, no charges will be levied upon HARRIS by SUBCONTRACTOR or AUTHORIZED DESIGNEES for the SERVICES performed hereunder, except as may be agreed by the Parties in a prior writing signed by both Parties.

## ARTICLE 5 - Payment

5.1 Subject to prior written authorization in the form of a purchase order ("Purchase Order") issued by HARRIS to SUBCONTRACTOR, the SUBCONTRACTOR shall be paid as follows:

5.1.1 SUBCONTRACTOR shall submit to HARRIS authorized invoices, detailing the following:

- (a) **WORK PERFORMED:** The amount due computed by detailing the work performed in accordance to SUBCONTRACTOR's Quote
- (b) **MATERIALS:** The net invoice cost or charges for direct materials plus applicable markup.

5.1.2 In addition to the above, all invoices shall reference the following information:

- (a) The Purchase Order number.
- (b) The number of this CONTRACT.

5.2 All invoices will be submitted on a weekly, bi-weekly or monthly basis for charges accrued in the preceding period.

5.2.1 Invoices will be submitted to:

Mary Victorio  
c/o HARRIS CORPORATION MCD  
350 Twin Dolphin Drive  
Redwood Shores, CA 94065

5.3 Payment terms are Net 45 days from receipt of invoice.



- 5.4 Invoices must be approved by the Delegated Representative prior to payment.
- 5.5 SUBCONTRACTOR shall maintain accurate records, in all levels of detail satisfactory to HARRIS, to support invoicing and shall provide HARRIS, if so requested, with certifiable and auditable time cards for the labor provided hereunder.
- 5.6 TAXES - HARRIS shall pay all sales or use taxes presently or which may become due in the performance hereunder for the equipment, SERVICES or licenses transferred hereby, excluding, however, any privilege, property, franchise taxes, and/or taxes on SUBCONTRACTOR's income, however designated.
- 5.7 SUBCONTRACTOR hereby accepts full and exclusive liability for the payment of any and all contributions or taxes for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits for employees of it, and hereby also accepts full and exclusive liability for payment by all of its AUTHORIZED DESIGNEES and materialmen of any and all such contributions or taxes.
- 5.7.1 SUBCONTRACTOR shall comply with all applicable laws and regulations respecting the assumption of liability for such taxes or contributions, and shall indemnify and hold harmless HARRIS for any and all claims, costs, charges, liabilities, damages, taxes or contributions (collectively, "Liabilities") which arise out of or relate to SUBCONTRACTOR'S breach of this Article 5. SUBCONTRACTOR shall reimburse HARRIS for all Liabilities as they are incurred by HARRIS.

#### ARTICLE 6 - Purchase Orders

- 6.1 SERVICES shall be ordered by HARRIS through the issuance of Purchase Orders. All Purchase Orders submitted by HARRIS shall state the following:
- (i) SERVICES ordered/Statement of Work/SUBCONTRACTOR's quote
  - (ii) Not to Exceed Dollar limit.
  - (iii) SUBCONTRACTOR Field Project Manager
  - (iv) HARRIS Field Project Manager
  - (v) Start and completion date.
  - (vi) Purchase Order "Special Terms and Conditions(if applicable).
  - (vii) The number of this CONTRACT.

**HARRIS**

**6.2 SUBCONTRACTOR'S ACKNOWLEDGEMENT:**

SUBCONTRACTOR shall acknowledge receipt of Purchase Orders issued by HARRIS by signing and returning a facsimile copy of such Purchase Order to the HARRIS address specified under Article 2

**6.3 CANCELLATION:** HARRIS may cancel any Purchase Order or any part thereof, or may extend any scheduled delivery date without charge, by giving SUBCONTRACTOR written notice at least ten (10) days prior to the scheduled delivery or completion date of such Purchase Order. Such cancellation may be without effect on this CONTRACT.

**6.3.1** In the event of cancellation by HARRIS of a Purchase Order, HARRIS' complete liability for such cancellation shall be limited to reimbursing SUBCONTRACTOR for reasonable SERVICES performed or in progress at the time of such cancellation.

**6.4 CHANGES:** Harris can change schedules or quantities of SERVICES within the scope of any project Purchase Order under this Contract at any time. Such changes shall be by written change order documenting such changes, signed by a duly authorized HARRIS representative.

**6.5 FIELD CHANGES:** Scope Of Work changes generated in the field cannot be put into effect without prior authorization by means of HARRIS form FCOA-1(Field Change Authorization, Harris and Subcontractor), signed by the HARRIS Program Manager, HARRIS Project Engineer or HARRIS Field Engineer. See Attachment A to this Contract.

**6.6** The terms and conditions of any Purchase Order issued to SUBCONTRACTOR by HARRIS are superseded by the terms and conditions of this CONTRACT, except as noted on the face of Purchase Orders, listed under "Special Terms and Conditions."

**ARTICLE 7 – Non-Discrimination in Employment and Affirmative Action**

For any purchase orders issued under the duration of this Agreement, if the purchase order exceeds \$10,000 the SUBCONTRACTOR shall be governed by as construed by all state and federal regulations, and in addition to the aforementioned agrees as follows:

- A. The SUBCONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal occupation of the SUBCONTRACTOR. The SUBCONTRACTOR agrees to post in conspicuous

## **HARRIS**

places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- B. The SUBCONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of the SUBCONTRACTOR, will state that such SUBCONTRACTOR is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule and regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The SUBCONTRACTOR will include the provisions of the foregoing paragraph A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontracted firm or vendor.

### **ARTICLE 8 - Utilization of Small Business Concerns**

- 8.1 SUBCONTRACTORS, except for small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) must adopt a plan that complies with the requirements of the clause at FAR 52.219-9 "Small Business Subcontracting Plan."
- 8.2 SUBCONTRACTOR agrees to comply with FAR 52.219-9, "Utilization of Small Business Concerns".

### **ARTICLE 9 - Specifications**

- 9.1 From time to time, certain SERVICES performed by SUBCONTRACTOR will require compliance with certain specifications and standards. In such event, such specification(s) and/or standard(s) will be expressly incorporated herein by reference via written amendment to this CONTRACT signed by both Parties.
- 9.2 The SERVICES performed by SUBCONTRACTOR and AUTHORIZED DESIGNEES hereunder will be performed in accordance with all applicable laws, and in a good and substantial workmanlike manner in accordance with generally prescribed industry standards and, in accordance with HARRIS' instructions. SUBCONTRACTOR shall use only qualified installation personnel completely familiar with the SERVICES to be performed. SUBCONTRACTOR shall maintain the training records of their staff showing completion of all necessary training and certificates of completion. Such records will be provided to HARRIS prior to field mobilization.
- 9.3 TRAINING-- SUBCONTRACTOR's staff may be certified by HARRIS to perform radio installation and testing by attending and successfully completing the HARRIS





Operation, Installation & Maintenance Training at a cost of \$1,995.00 per student per week. Unless otherwise agreed, all Training to be held at HARRIS facilities in the U.S. or Canada. The SUBCONTRACTOR is responsible for all training fees.

#### ARTICLE 10 - Materials and Workmanship

10.1 Unless otherwise specifically provided for in the specifications, all installation materials incorporated into the SERVICES by SUBCONTRACTOR or AUTHORIZED DESIGNEES are to be new and of the most suitable grade of their respective kinds for the purpose; and all workmanship shall be first class and shall pass without objection in the industry. If requested, SUBCONTRACTOR shall furnish to HARRIS for its approval, the names of the manufacturer of machinery, mechanical and other equipment which SUBCONTRACTOR or AUTHORIZED DESIGNEES contemplate incorporating into the SERVICES.

#### ARTICLE 11 - Superintendence by SUBCONTRACTOR

11.1 SUBCONTRACTOR, or competent foreman or superintendent satisfactory to HARRIS and with authority to act for SUBCONTRACTOR, shall be present at all times during the performance of SERVICES.

#### ARTICLE 12 - SUBCONTRACTOR's Personnel

12.1 SUBCONTRACTOR shall at all times enforce strict discipline and good order among its employees and the employees of any AUTHORIZED DESIGNEE of any tier. SUBCONTRACTOR shall not employ, and shall insure that AUTHORIZED DESIGNEES shall not employ, and shall remove from the job, or cause to be removed from the job, any person (whether associated with SUBCONTRACTOR or an AUTHORIZED DESIGNEE) installing HARRIS radios who is not certified per paragraph 8.3, is incompetent, disorderly, or intemperate, or who may create hazardous or unsafe conditions, or who may otherwise adversely affect the quality or the orderly prosecution of work related to SERVICES.

12.2 SUBCONTRACTOR's personnel shall not wear hats or other apparel with SUBCONTRACTOR's name or logo, or dispense SUBCONTRACTOR's business cards, business souvenirs or business literature to HARRIS' Customer(s) while working on HARRIS' projects in the field or on the Customer's premises.

12.3 All SUBCONTRACTOR's personnel shall sign the HARRIS Code of Conduct prior to dispatch. A copy signed by each person dispatched shall be maintained at HARRIS. See Attachment B to this CONTRACT.



#### ARTICLE 13 - Safety and Health

13.1 SUBCONTRACTOR shall comply with, and will insure AUTHORIZED DESIGNEES' compliance with, all applicable safety, health, and security regulations pertaining to the supply of SERVICES, including but not limited to, HARRIS' Injury and Illness Prevention Program for Construction and Field Service Personnel. Prior to the start of any work related to SERVICES hereunder, SUBCONTRACTOR shall communicate to each of its own employees, and any and all employees of AUTHORIZED DESIGNEES of any tier, any and all information necessary to comply with this Article 12.1.

13.2 SUBCONTRACTOR shall ensure that all operations related to SERVICES are conducted in such a manner as to avoid the risk of bodily harm to persons or risk of damage to any property. SUBCONTRACTOR shall ensure that all precautions which are necessary and adequate against any conditions which involve a risk of bodily harm to persons or a risk of damage to any property are taken. SUBCONTRACTOR shall continuously inspect all work related to SERVICES, materials, and equipment to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions. SUBCONTRACTOR hereby indemnifies and holds harmless HARRIS for any and all Liabilities arising out of or related to SUBCONTRACTOR's obligations under this Article 12.2.

13.3 From time to time, and as required by HARRIS' customer, HARRIS may require that SUBCONTRACTOR shall ensure that every project team assigned to HARRIS shall have at least one team member who is certified for Best Safety Practices by Federal OSHA 10 or 30-hour Construction Safety Certification. In addition, all approved SUBCONTRACTORS shall sign the HARRIS document "ACKNOWLEDGEMENT OF RECEIPT AND COMPLIANCE WITH HARRIS MCD SAFETY MANUAL."

#### ARTICLE 14 - Inspection

14.1 All SERVICES will be subject to inspection at any time or times by a representative of HARRIS, who will have authority to reject unsatisfactory work or materials. Neither inspection, nor the lack of same, nor acceptance of work or materials by HARRIS, nor payment therefore, shall relieve SUBCONTRACTOR from any of its obligations under this CONTRACT.

#### ARTICLE 15 - Correction of Work

15.1 SUBCONTRACTOR shall remove from the job site all materials rejected by HARRIS as failing to conform to this CONTRACT, whether incorporated in the SERVICES or not, and SUBCONTRACTOR shall promptly replace and re-execute applicable work in accordance with this CONTRACT and without additional cost or

**HARRIS**

expense to HARRIS. SUBCONTRACTOR shall replace, at its sole expense, all SERVICES destroyed or damaged by such removal or replacement.

15.2 If SUBCONTRACTOR fails to remove such rejected work or materials within a reasonable time, as determined by HARRIS, HARRIS may remove and dispose of such work or materials at its option and at the sole expense of SUBCONTRACTOR. Without limiting or waiving any other rights or remedies HARRIS may have, any cost incurred by HARRIS in such removal may be deducted from amounts due SUBCONTRACTOR. HARRIS, at its option, may deduct an equitable amount from the Purchase Order price if it deems it inexpedient to correct any part of the SERVICES damaged or not done in accordance with this CONTRACT.

15.3 SUBCONTRACTOR shall be fully compliant with HARRIS' Subcontractor Corrective Action Request (SCAR) process.

#### ARTICLE 16—Default

16.1 If SUBCONTRACTOR is non-compliant in performance or completion of any SERVICES, in each case as set forth in the applicable Purchase Order, HARRIS shall deliver to SUBCONTRACTOR a written Subcontractor Corrective Action Request(SCAR) describing the non-compliance. SUBCONTRACTOR shall respond within three (3) calendar days with a written corrective action plan. If SUBCONTRACTOR (a) fails to adequately respond within 3 calendar days or (b) fails to take the necessary corrective action HARRIS shall be entitled to (i) terminate the relevant Purchase Order and (ii) to take such actions as HARRIS deems reasonably necessary to restore or otherwise cause any non-compliant SERVICES to function in accordance with the applicable Specifications, provided that HARRIS shall use its reasonable efforts to minimize and mitigate its losses and injuries from such non-compliance.

16.2 LIQUIDATED DAMAGES—SUBCONTRACTOR may be subject to liquidated damages as imposed on an individual project basis as mutually agreed between the Parties, where HARRIS is subject to liquidated damages from its Customer.

16.3 REPROCUREMENT-- Subject to HARRIS' duty to use commercially reasonable efforts to mitigate costs and damages as provided herein, HARRIS will be entitled to purchase or contract to purchase SERVICES and ancillary equipment in substitution for the non-compliant SERVICES. SUBCONTRACTOR shall reimburse HARRIS for the purchase price of any such substitute SERVICES (including, without limitation, (x) any additional equipment necessary to cause such substitute service to function properly with the other SERVICES comprising the relevant System, and (y) related SERVICES, including, without limitation, transportation, installation, commissioning and testing, to the extent the purchase price therefor exceeds, in the aggregate, the Price (plus Shipping Costs, if

**HARRIS**

applicable) that would have been paid hereunder in respect of the non-compliant SERVICES (and any related SERVICES).

**ARTICLE 17 - Site Investigation**

17.1 SUBCONTRACTOR acknowledges that it has satisfied itself as to the nature and location of the SERVICES, the general and local conditions and all other matters which can in any way affect the SERVICES or the cost thereof under this CONTRACT. The failure of SUBCONTRACTOR to acquaint itself with any applicable conditions and other matters shall not relieve SUBCONTRACTOR from the responsibility for properly estimating the difficulties and costs of successfully performing the SERVICES and completing its obligations hereunder, and shall not be grounds for adjusting either the price or the schedule. SUBCONTRACTOR's exceptions to HARRIS' Scopes of Work shall be noted on Purchase Orders under "Special Terms and Conditions."

**ARTICLE 18- Assignment**

18.1 Neither Party shall have the right to assign or otherwise transfer its rights and obligations under this CONTRACT without the prior written consent of the other Party. Any prohibited assignment shall be null and void. Notwithstanding the above, the parties agree that HARRIS may assign the rights and benefits of this CONTRACT to its subsidiaries and related entities.

**ARTICLE 19 - Independent Subcontractor**

19.1 SUBCONTRACTOR shall act as an independent Subcontractor in the performance of the SERVICES hereunder. No right of supervision, requirement of approval or other provision of this CONTRACT or subsequent conduct of the Parties shall be construed to create the relationship of principal, agent, partner, or joint adventurers by the Parties or the AUTHORIZED DESIGNEE(S).

**ARTICLE 20 - Subcontracts**

20.1 SUBCONTRACTOR shall neither subcontract nor permit any portion of the SERVICES to be subcontracted without the prior written consent of HARRIS. If Harris provides such prior written consent, SUBCONTRACTOR shall nevertheless remain fully liable and responsible for the acts or omissions of any AUTHORIZED DESIGNEE and of all persons employed by them, and neither the consent by HARRIS, nor anything contained herein, shall be deemed to create any contractual relationship between the AUTHORIZED DESIGNEE of any tier and HARRIS.

**ARTICLE 21 - Use of Completed Portions of Work**

## **HARRIS**

21.1 Whenever, as determined by HARRIS, any portion of the SERVICES performed by SUBCONTRACTOR is in a condition suitable for use, and the best interest of HARRIS requires such use, HARRIS may take possession of such portion.

21.2 Such use by HARRIS shall in no case be construed as constituting final acceptance, and shall not relieve SUBCONTRACTOR of any of its responsibilities hereunder, provided that SUBCONTRACTOR shall not be liable for the cost of repairs or any rework made necessary as a result of such use. If such use increases the cost or delays the completion of remaining portions of SERVICES, SUBCONTRACTOR shall be entitled to such extra compensation or extension of time, or both, as HARRIS and SUBCONTRACTOR may determine to be reasonable proper.

### **ARTICLE 22 - Warranty**

22.1 Performance Warranty: SUBCONTRACTOR warrants that the SERVICES provided hereunder will be provided in accordance with the performance requirements hereunder [and meet the criteria set forth in the Specifications].

22.2 Design, Materials and Workmanship Warranty: SUBCONTRACTOR further warrants that the SERVICES provided hereunder will be of good material and workmanship and first-class quality, fit and sufficient for the purpose intended and free from defects in design, materials and workmanship.

22.3 Period of Warranty: The warranty granted under this ARTICLE shall be for a period of twelve (12) months from the date of final acceptance of SERVICES by HARRIS Customer under the CONTRACT.

22.4 Defect Correction: SUBCONTRACTOR shall repair or replace, at HARRIS' sole option, any defect which causes a breach of warranty hereunder, and shall repair or replace such defect in the most expeditious manner commercially available and shall do so without cost to HARRIS, unless such defect was shown to be caused by misuse of equipment by exceeding design loading;

22.5 The above warranties are not intended as a limitation but are in addition to all other express warranties set forth herein, and such other warranties as are implied by law, custom, and usage of trade.

### **ARTICLE 23 - Insurance**

23.1 Throughout the performance hereof, SUBCONTRACTOR shall maintain in effect an insurance policy and require all AUTHORIZED DESIGNEES and others rendering performance hereunder to maintain in effect, and shall furnish certificates evidencing insurance of the types and with respective limits not less than the minimum amounts set forth below. Neither procurement, maintenance, or limits of the coverage set forth below





shall relieve SUBCONTRACTOR of liability for loss or damage in excess of the policy coverage of limits specified herein.

TYPE OF COVERAGE REQUIRED	LIMIT OF LIABILITY
Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 Each Person
Motor Vehicle Liability	\$1,000,000 Combined Single Limit BI/PD
	\$1,000,000 Combined Single Limit BI/PD

The motor vehicle liability policy shall name Harris Corporation as additional insureds. The certificate of insurance shall note this additional insured status.

Commercial General Liability (Including Completed Operations Coverage, Products Liability Coverage, Broad Form Property Damage, and Blanket Contractual Liability Coverage)	\$1,000,000 Combined Single Limit BI/PD
---	--

The commercial general liability policy shall name Harris Corporation as additional insureds. The certificate of insurance shall note this additional insured status.

#### REQUIRED IF WORK INVOLVES SUCH EXPOSURES

Longshoremen's and Harbor Worker's Coverage	Statutory Limits
Explosion, Collapse and Underground (If excavating, blasting, tunneling, etc.)	Same limits as General Policy
Subcontractor's Protective Liability Coverage Policy	Same limits as General Policy

This protective liability policy shall name Harris Corporation as additional insureds. The certificate of insurance shall note this additional insured status.

#### ARTICLE 24 - Laws and Regulations

24.1 SUBCONTRACTOR shall at all times comply with all applicable, statutes, rules, regulations, and ordinances, including, without limitation, those governing wages, hours, desegregation, employment discrimination, and safety. SUBCONTRACTOR shall comply with equal opportunity laws and regulations to the extent that they are applicable.

24.2 SUBCONTRACTOR shall indemnify, defend, and hold harmless HARRIS, its parent companies, subsidiaries, affiliated companies, directors, members of its board of



directors, officers, employees, and agents against any and all claims, liabilities, damages, penalties, costs, or expenses arising out of or related to the breach or performance of this CONTRACT by SUBCONTRACTOR or any AUTHORIZED DESIGNEES

ARTICLE 25 – Prevailing Wages and Performance Bonds

25.1 SUBCONTRACTOR shall provide HARRIS with a performance bond for the dollar value of the services to be provided by SUBCONTRACTOR for all CONTRACTS that require performance bonds.

25.2 As a precondition to payment, SUBCONTRACTOR shall provide to HARRIS copies of certified payrolls with all invoices submitted to HARRIS for payment for all CONTRACTS that require prevailing wages to be paid.

25.3 SUBCONTRACTOR shall provide to HARRIS proof of an independent audit showing that the appropriate prevailing wages have been paid by the SUBCONTRACTOR prior to HARRIS making final payment to the SUBCONTRACTOR.

25.4 SUBCONTRACTOR shall defend, indemnify and hold HARRIS, its officers, agents and/or employees harmless from all fines, penalties and labor department withholdings or payment freezes associated with paying the appropriate prevailing wage rates, whether required by federal or state laws, or both. SUBCONTRACTOR shall pay all fines, penalties, labor department withholdings, and payment freezes that HARRIS, its officers, agents and/or employees may be liable for, and save HARRIS, its officers, agents and/or employees harmless in all things associated with the SUBCONTRACTOR'S performance of the work. HARRIS agrees to assign any rights to receive a refund from the labor department, if any, to the SUBCONTRACTOR.

#### ARTICLE 26 – Non-waiver

26.1 The failure of HARRIS to insist upon or enforce strict performance by SUBCONTRACTOR of any of the terms of this CONTRACT or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

#### ARTICLE 27 - Proprietary Rights

27.1 CONTRACTOR will not divulge to any third parties without the prior written consent of HARRIS any information obtained from or through HARRIS in connection with the performance hereunder. SUBCONTRACTOR will not disclose to any third party, any information developed or otherwise obtained by SUBCONTRACTOR in the performance hereunder, without the prior written consent of HARRIS.

27.2 The name "Harris Corporation, Microwave Communications Division," and "Harris Corporation" or any derivative thereof, and every intellectual property right,





trademark or logo associated with any product or information relating to research , development, marketing or sales of any product shall be proprietary and for the sole use of HARRIS.

#### ARTICLE 28 Governing Law

28.1 At all times this CONTRACT shall be governed by and under the laws of the State of California, without reference to the laws of that state pertaining to conflicts of laws. The Parties hereby consent to the exclusive jurisdiction of the courts of the State of California. In any action relating to this CONTRACT, venue shall lie in California.

#### ARTICLE 29 - Disputes

29.1 Any disputes arising between HARRIS and SUBCONTRACTOR in connection with this Contract shall be exclusively and finally decided by arbitration in California under the rules of the American Arbitration Association. The arbitration award shall be final and nonappealable. There shall be three arbitrators, one chosen by each party and the third chosen, by the first two.

#### ARTICLE 30 - Delegated Representative

30.1 The following HARRIS personnel are hereby authorized to act as official representatives of HARRIS for the purpose shown. Delegated Representatives shall exercise no supervision over SUBCONTRACTOR employees:

DELEGATE(S): To be stated on Purchase Orders.

PURPOSE(S):

(i) Perform function of Technical Program Manager, by securing and furnishing such interpretations and clarifications of technical requirements as HARRIS and the SUBCONTRACTOR require.

(ii) Verification of accuracy of SUBCONTRACTOR's invoice prior to payment.

(iii) Directing the Work to be conducted under this CONTRACT.

(iv) Approve drawings or documents as specified in Statement of Work.

30.2. THE HARRIS CONTRACTS MANAGER OR THE MANAGER OF RESALE PRODUCTS MANAGEMENT ARE THE ONLY PERSONS WHO CAN CHANGE TERMS AND CONDITIONS OF THIS CONTRACT. COMMITMENTS, OBLIGATIONS, REQUESTS, OR PROMISES IMPLIED OR EXPRESSED BY HARRIS PERSONNEL OTHER THAN THE



CONTRACTS MANAGER OR THE MANAGER OF RESALE PRODUCTS MANAGEMENT DO NOT BIND HARRIS IN ANY MANNER.

#### ARTICLE 31 - FINAL ACCEPTANCE

31.1 Whenever, as determined by HARRIS, in accordance with this Article, SUBCONTRACTOR has fulfilled its obligations under this CONTRACT, HARRIS shall so notify SUBCONTRACTOR in writing. Such notice will constitute Final Acceptance.

31.2 Neither the final payment nor any part of the retained percentage, shall become due until SUBCONTRACTOR has furnished HARRIS a release from all claims and demands arising out of this, CONTRACT.

#### ARTICLE 32 - Order of Precedence

32.1 This CONTRACT is subject to the terms and conditions set forth in this CONTRACT and ATTACHMENTS, EXHIBITS and INCORPORATIONS referenced herein. In case of conflict or inconsistency between or among one or more provisions of the above documents, priority will be given and shall take precedence over the provisions of the other documents in the order of priority shown below.

First Priority: Purchase Order "Special Terms and Conditions,"

Second Priority: This CONTRACT.

Third Priority: ATTACHMENTS, EXHIBITS, INCORPORATIONS

#### ARTICLE 33 - SUBCONTRACTOR Liability

33.1 It shall be SUBCONTRACTOR's duty at its expense to comply with all applicable laws, ordinances, and regulations, if any, applicable to the SERVICES to be performed hereunder, including Harris Injury and Illness Prevention Program for Construction and Field Service Personnel, and before starting SERVICES, to secure all local and/or state licenses or permits required for the performance of the SERVICES. SUBCONTRACTOR further certifies that all SERVICES provided hereunder shall be in compliance with the applicable health and safety requirements including but not limited to Harris Injury and Illness Prevention Program for Construction and Field Service Personnel requirements. SUBCONTRACTOR shall save HARRIS harmless from all damages of any nature whatsoever that HARRIS may suffer as a result of SUBCONTRACTOR's failure to do so.

33.2 All agents or employees furnished by SUBCONTRACTOR for the performance of SERVICES hereunder shall, at all times and for all intents and purposes, be considered as SUBCONTRACTOR's agents or employees. SUBCONTRACTOR shall assume full responsibility for and agrees to indemnify and save HARRIS and/or its Customer



harmless from all liability and expenses, including attorney's fees, on account of the negligent or willful acts or omissions of SUBCONTRACTOR's agents or employees arising out of (i) accidents or injuries occurring to SUBCONTRACTOR's agents or employees or damage to the property of any of them, and (ii) accidents, injuries and property damage occurring to others.

33.3 SUBCONTRACTOR further agrees, if requested, to assume at its own expense, the defense of suits that may be instituted against HARRIS and/or its Customer(s) on account of SUBCONTRACTOR's failure to conform to laws as hereinabove required or on account of accidents, injuries or property damage referred to in this Article. In the event SUBCONTRACTOR does not carry sufficient insurance as described elsewhere in this CONTRACT, SUBCONTRACTOR agrees that HARRIS shall be held harmless and shall indemnify HARRIS for any and all damages SUBCONTRACTOR or HARRIS shall suffer, including legal fees and court costs related to defending against any injury to person or property.

#### ARTICLE 34 - Liens

34.1 SUBCONTRACTOR, for itself and all materialmen, laborers and other parties acting through or under it, agrees that no mechanic's liens or claims shall be filed by it or them against any property of HARRIS and/or its Customer(s) for any work done or material furnished in connection with the performance hereunder, and expressly waives and relinquishes the right to file or maintain any such lien or claim. SUBCONTRACTOR shall incorporate the foregoing together with a provision requiring the inclusion of the same in all lower tier subcontracts or orders made by subcontractors hereunder.

34.2 From time to time at HARRIS' request and prior to final payment, SUBCONTRACTOR shall furnish to HARRIS such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish to the reasonable satisfaction of HARRIS that no lien against HARRIS or its Customer(s) property or right to file any lien exists in favor of any person who may have furnished material or performed labor in connection with the performance of this CONTRACT. It shall be SUBCONTRACTOR's responsibility to promptly remove any lien(s) arising out of the performance of this CONTRACT and to save HARRIS and/or its Customer(s) harmless from all costs, expenses and liability of any kind whatsoever arising therefrom.

#### ARTICLE 35 - Severability

35.1 The invalidity or unenforceability of any particular provision of this CONTRACT shall not affect the other provisions of this CONTRACT and shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

#### ARTICLE 36 - Entire Understanding

36.1 HARRIS and SUBCONTRACTOR agree that this CONTRACT is the complete and exclusive statement of the mutual understandings of the parties and supersedes and

**HARRIS**

cancels all conflicting terms and conditions and all previous and contemporaneous written and oral contracts and communications relating to the subject matter herein. This CONTRACT may not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing not made a part of this CONTRACT by its express terms. This CONTRACT may not be modified or amended except in writing via a change amendment to this CONTRACT signed by a duly authorized representative of each Party.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this CONTRACT on the dates indicated below.

HARRIS CORPORATION  
MICROWAVE COMMUNICATIONS DIVISION

Broken Arrow Electric

BY: [Signature]  
Signature

BY: [Signature]  
Signature

NAME: Ken I. McLaren

NAME: Steve Kelly  
Printed

TITLE: Supervisor - Resale Products Mgmt.

TITLE: President

DATE: 6/23/04

DATE: 6-22-04

**HARRIS**

**Attachments:**

**Attachment A—Field Change Order Authorization, Harris and Subcontractor**

**Attachment B—Harris Code of Conduct for Services Contractors**

**HARRIS**

TIME & EXPENSE  
-OR-  
FIRM FIXED PRICE  
SERVICES CONTRACT NUMBER #HCBA060304

Attachment B  
Harris Code of Conduct for Service Contract Personnel

The following is the Code of Conduct to which all personnel dispatched by SUBCONTRACTOR will adhere. SUBCONTRACTOR shall ensure that all personnel dispatched to HARRIS job sites read and understand the following. A copy will be signed by the individual SUBCONTRACTOR employee prior to initial dispatch and yearly thereafter and remain on file at HARRIS. Copies will be faxed to HARRIS per ARTICLE 2 of this CONTRACT. Any employee of SUPPLIER who is in violation of this Code of Conduct or who is dispatched without a copy on file at HARRIS shall be removed from the job.

1. SUBCONTRACTOR employees shall at all times maintain strict discipline and good order at the job site. The following shall constitute violations.
  - \* Installing HARRIS radios without HARRIS certification.
  - \* Incompetence.
  - \* Disorderly conduct.
  - \* Alcohol or drug use.
  - \* Working in violation of Harris Injury and Illness Prevention Program for Construction and Field Service Personnel.
  - \* Creating an intimidating or offensive working environment.
2. SUBCONTRACTOR's personnel shall not dispense SUBCONTRACTOR's business cards, business souvenirs or business literature to HARRIS' Customer(s) while working on HARRIS' projects in the field or on the Customer's premises.

Company Officer

Read and Understood

Signature Steve Kelly Date 6-22-04

Signature Robert Denton Date 6-22-04

Print Name Steve Kelly

Print Name Robert Denton

Company Name Broken Arrow Electric Co., Inc.

**HARRIS**

MICROWAVE COMMUNICATIONS DIVISION

**SERVICES CONTRACT NUMBER #HCBA060304**

Attachment A

**FIELD CHANGE ORDER  
AUTHORIZATION  
HARRIS AND SUBCONTRACTOR**

Harris understands and agrees that the following work at \_\_\_\_\_ (Site) is a change, and represents work over and above the requirements set forth in Purchase Order/Contract Number \_\_\_\_\_.

The Subcontractor is hereby authorized to perform the work and provide the items necessary in implementing the following:

**DESCRIPTION OF WORK OR PRODUCT  
(INCLUDE ESTIMATE OF HOURS AND MATERIAL COSTS)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Subcontractor shall be entitled to an equitable adjustment in the price and/or the delivery schedule of the Purchase Order/Contract associated with the performance of this work associated with the change in scope.

The Subcontractor shall provide Harris with it's written proposal within twenty-four (24) hours from the date hereof, setting forth the estimated price and schedule for extension, for the work associated with this change in scope. This shall be faxed to Harris Resale Products Management at 650 594-3112.

Prior to the delivery/acceptance of a formal change order/contract modification, the Subcontractor is hereby authorized to commence the work described herein, and make expenditures subject to and not to exceed (NTE) amount of \$ \_\_\_\_\_.

Authorized by \_\_\_\_\_  
(Subcontractor)

Date 6-22-04

Accepted by \_\_\_\_\_  
(Harris)

Date \_\_\_\_\_



**HARRIS**

**SUBCONTRACTOR AGREEMENT**

**CONFLICT OF INTEREST AND DISCLOSURES OF INFORMATION**

As one of the considerations of my engagement or continuance of engagement from time to time as a subcontractor by Harris Microwave Communications (hereinafter called Harris), Broken Arrow Electric (hereinafter called Subcontractor) hereby agrees to the following:

Subcontractor agrees to refrain from disclosing for a period of 5 years from the date of this agreement, any confidential information obtained from Harris to any third party, or using such information without written consent of Harris, and upon termination of engagement by Harris to return to Harris any and all drawings, blueprints, bulletins, reports or other confidential information or materials obtained from Harris unless written consent by Harris permits the retention by Subcontractor of any portion of such confidential information.

Subcontractor recognizes that by virtue of such engagement Subcontractor may acquire confidential information (in written, machine readable or other form) regarding various matters and other affairs and business of Harris, including trade secrets, proprietary data and computer programs, all of which Subcontractor agrees to hold in trust and confidence. At no time will Subcontractor divulge such confidential information to anyone not entitled thereto nor use same for any purpose other than for the benefit of Harris without the prior written consent of Harris.

Subcontractor further recognizes that by virtue of such engagement Subcontractor may have access to computer programs and technology that have been provided or licensed to Harris on a restricted basis. Subcontractor agrees to comply with such restrictions.

Subcontractor's Signature:

Steve Kelly

Printed:

Steve Kelly

Date:

6-22-04



# Broken Arrow Communications

5931 Sea Lion Place, Carlsbad, CA 92008 (760)918-0551 Fax (760)918-0739

TO: Harris

QUOTE NO: 20-2315-1

DATE: 6/14/06

QUOTE VALID: 30 DAYS

DELIVERY: PER RFQ REQUEST

TERMS: NET 30

FOB:INSTALLED

Phone: 650-594-3107

Fax: 321-674-2748

Attention: Raudel Esquivel

e-mail: [resquive@harris.com](mailto:resquive@harris.com)

CUSTOMER REFERENCE: Install WG/Ant/Path Align/Radio Install Assist for Midland Tx

ITEM	DESCRIPTION		QTY	UNIT	TOTAL PRICE
	Midland MTSO to Bell St				
1	Garden City Ant/WG	Labor	1		\$ 12,240.00
2	Garden City Radio	Labor	1	\$ 1,891.00	
3	Big Lake Ant	Labor	1		\$ 27,500.00
4	Big Lake Radio	Labor	1	\$ 1,891.00	
5	Mertzon Ant	Labor	1		\$ 17,000.00
6	Mertzon Radio	Labor	1	\$ 1,891.00	
7	Chrisoval -Radio Delivery	Labor	1	\$ 350.00	
8	Chrisoval -Radio Install	Labor	1	\$ 1,891.00	
9	Bell St-Radio Delivery	Labor	1	\$ 350.00	
10	Bell St Radio Install	Labor	1	\$ 1,000.00	
	Midland MTSO to Bastow				\$ -
11	Odessa West-Radio Delivery	Labor	1	\$ 350.00	
12	Odessa West-Radio Install	Labor	1	\$ 1,891.00	
13	Penwall-Radio Delivery	Labor	1	\$ 350.00	
14	Penwall-Radio Install	Labor	1	\$ 1,891.00	
15	Monahans Ant Install	Labor	1		\$ 7,344.00
16	Monahans Radio Install	Labor	1	\$ 1,891.00	
17	Burstow Ant Install	Labor	1		\$ 7,344.00
18	Burstow Radio Instal	Labor	1	\$ 1,000.00	
	Midland MTSO to Nations Banks				\$ -
19	Midland MTSO Ant/WG	Labor	1		\$ 11,750.00
20	Midland MTSO Radio Install (3 Radio Installs)	Labor	1	\$ 2,998.00	
21	Stanton Ant/WG Install	Labor	1		\$ 15,750.00
22	Stanton Radio	Labor	1	\$ 1,891.00	
23	Big Spring Ant/WG	Labor	1		\$ 14,899.00
24	Big Spring Radio	Labor	1	\$ 2,000.00	
25	Westbrook Ant/WG	Labor	1		\$ 23,750.00
26	Westbrook Radio	Labor	1	\$ 1,891.00	
27	Synder Ant/WG	Labor	1		\$ 29,000.00
28	Synder Radio	Labor	1	\$ 1,891.00	
29	Roby Ant/WG	Labor	1		\$ 32,150.00
30	Roby Radio	Labor	1	\$ 3,000.00	
31	Hawley-Radio Delivery	Labor	1	\$ 350.00	
32	Hawley Radio	Labor	1	\$ 1,891.00	
33	Nations Bank-Radio Delivery	Labor	1	\$ 350.00	
34	Nations Bank Radio	Labor	1	\$ 1,000.00	
	Roby Spurs				\$ -
35	Roscoe-Radio Delivery	Labor	1	\$ 350.00	

36	Sweetwater-Radio Delivery	Labor	1	\$ 350.00	
37	Sweetwater Radio	Labor	1	\$ 1,000.00	
	Barstow-Indian Mesa Spur				\$ -
38	Beard Mt-Ant/WG	Labor	1		\$ 16,000.00
39	Beard Mt-Radio	Labor	1	\$ 1,000.00	
40	Ft Stockton/Ft StocktonDT Ant/WG	Labor	1		\$ 33,000.00
41	Ft Stockton/Ft StocktonDT Radio	Labor	1	\$ 2,000.00	
42	Indian Mesa Ant/WG	Labor	1		\$ 18,500.00
					\$ -
					\$ -
					\$ -
					\$ -
***SYSTEM TOTAL***				\$ 38,599.00	\$ 266,227.00

**STATEMENT OF WORK:**

- (A) Broken Arrow Communications will provide all labor, supervision, materials, equipment and transportation necessary to the completion of the work shown in the Bid Documents or verbal direction.
- (B) Quote assume no material to be provided by Broken Arrow Communications, unless otherwise specified
- (C) Quote assumes all towers are safe to climb. Bid does not include manlift or crane rental.
- (D) Quote assumes reasonable access to sites.
- (E) Quote for one mobilization/remobilization, available customer technician, and all sites are ready for install
- (F) Quote based on uninterrupted contiguous installation
- (G) \$2000/day standby time.
- (F) Quote based on RFQ Midland emailed 6/9/06

**NOTES AND ASSUMPTIONS:**

- (B) Broken Arrow Communications will provide the labor and expertise, tools and equipment.
- (C) Broken Arrow Communications will provide a Safety Manager to supervise this project current CAL-OSHA requirements.
- (D) Standard Daily Rate for all additional work beyond scope of work is \$520.00 per day per technician, plus vehicles and all necessary tools and equipment to accomplish assigned tasks. All additional materials provided by Broken Arrow Communications with the customer's authority will be charged at cost plus 15%.
- (E) No work shall begin until a approved Purchase Order has been received or a Verbal Request form has been signed by an authorized person. If VR is signed an PO will still be required but work will proceed.
- (F) Standard daily Per Diem for all additional work will be \$100 per day per technician.

**EXCEPTIONS:**

Any additional requirements by the local cities, utility companies, state agencies or any other government agency. Any additional requirements by property owner.

Regards,

If above listed terms and prices are acceptable please sign below and fax back:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please print name and title

## Broken Arrow Communications

5931 Sea Lion Place, Carlsbad, CA 92008 (760)918-0551 Fax (760)918-0739

TO: Harris

QUOTE NO: 10-1150A

Change Order

DATE: 8/23/2006

QUOTE VALID: 30 DAYS

DELIVERY: PER RFQ REQUEST

TERMS: NET 30

FOB: INSTALLED

Phone: 650-594-3107

Fax: 321-674-2748

Attention: Raudel Esquivel

e-mail: [resquive@harris.com](mailto:resquive@harris.com)

CUSTOMER REFERENCE: Removal and re-installation of WG, Replacing Hangers

ITEM	DESCRIPTION		QTY	UNIT	TOTAL PRICE
1	Big Springs EW63 Removal and Reinstall of WG	Labor	1	\$ 4,140.00	\$ 4,140.00
***SYSTEM TOTAL***					\$ 4,140.00

### STATEMENT OF WORK:

- (A) Broken Arrow Communications will provide all labor, supervision, materials, equipment and transportation necessary to the completion of the work shown in the Bid Documents or verbal direction.
- (B) Quote assume no material to be provided by Broken Arrow Communications, unless otherwise specified
- (C) Quote assumes all towers are safe to climb. Bid does not include manlift or crane rental.
- (D) Quote assumes reasonable access to sites.
- (E) Quote for one mobilization/remobilization, available customer technician, and all sites are ready for install
- (F) Quote based on uninterrupted contiguous installation
- (G) \$2000/day standby time.
- (F) Quote based on email from Raudel Esquivel 8/23/06

### NOTES AND ASSUMPTIONS:

- (B) Broken Arrow Communications will provide the labor and expertise, tools and equipment.
- (C) Broken Arrow Communications will provide a Safety Manager to supervise this project current CAL-OSHA requirements.
- (D) Standard Daily Rate for all additional work beyond scope of work is \$520.00 per day per technician, plus vehicles and all necessary tools and equipment to accomplish assigned tasks. All additional materials provided by Broken Arrow Communications with the customer's authority will be charged at cost plus 15%.
- (E) No work shall begin until a approved Purchase Order has been received or a Verbal Request form has been signed by an authorized person. If VR is signed an PO will still be required but work will proceed.
- (F) Standard daily Per Diem for all additional work will be \$100 per day per technician.

### EXCEPTIONS:

Any additional requirements by the local cities, utility companies, state agencies or any other government agency. Any additional requirements by property owner.

Regards,

If above listed terms and prices are acceptable please sign below and fax back:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please print name and title



HARRIS CORPORATION  
MICROWAVE COMMUNICATIONS DIVISION  
5757 FARINON DRIVE  
SAN ANTONIO, TEXAS 78249-3410  
210-561-7300 FAX 210-561-7499

NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP ANY ITEM BY DATE SPECIFIED  
PLEASE SHOW HARRIS PART NUMBERS ON ALL PACKING LISTS AND INVOICES  
THIS IS A CONFIRMING ORDER. DO NOT DUPLICATE.

IMPORTANT  
SELLER UNDERSTANDS THAT THIS PURCHASE ORDER IS SUBJECT  
TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

VENDOR: BROKEN ARROW COMMUNICATIONS  
5931 SEA LION PLACE  
SUITE 104  
CARLSBAD, CA  
U.S.A. 92008

10-1150

## Purchase Order

THIS PURCHASE ORDER NUMBER MUST APPEAR ON  
ALL INVOICES, SHIPPING DOCUMENTS, CARTONS AND  
CORRESPONDENCE RELATED TO THIS ORDER.

PURCHASE ORDER NO.	CHANGE NO.	BUYER	PAGE
SUB472931	0	AS	1

SHIP TO:

SHIP TO ADDRESS IN BODY OF PO

BILL TO:

HARRIS CORP (MCD-RWS)  
Accounts Payable-Mailstop #54  
PO Box 9008  
MELBOURNE, FL  
U.S.A. 32902

ORDER DATE	VENDOR ID	SHIP VIA	F.O.B.	CONFIRM TO
07/13/06	BROKEN02	HARRIS ROUTING GUIDE	Origin	DENNIS OLSON
TERMS	REQUEST NO.	DELIVER TO	VENDOR TELEPHONE	TAX
0.00% 30 Net 30	R3252		760-918-0551	No
REMARKS	RESALE NUMBER			
IO#A64870PDK RAUDEL ESQUIVEL/MICHEL DELEFORGE	SY BHA 19-685321-001-BHA			

ITEM	QUANTITY	PART NUMBER/ DESCRIPTION	DELIVERY DATE	UOM	UNIT PRICE	AMOUNT
1	12240.00	Non-stock RV: ANTENNA INSTALL-GARDEN CITY	11/13/06	LT	1.000000	12240.00
2	27500.00	Non-stock RV: ANTENNA INSTALL- BIG LAKE	11/13/06	LT	1.000000	27500.00
3	17000.00	Non-stock RV: ANTENNA INSTALL- MERTZON	11/13/06	LT	1.000000	17000.00
4	7344.00	Non-stock RV: ANTENNA INSTALL-MONAHANS	11/13/06	LT	1.000000	7344.00
5	7344.00	Non-stock RV: ANTENNA INSTALL-BARSTOW	11/13/06	LT	1.000000	7344.00
6	11750.00	Non-stock RV: ANTENNA INSTALL-MIDLAND MTSO	11/13/06	LT	1.000000	11750.00
7	15750.00	Non-stock RV: ANTENNA INSTALL-STANTON	11/13/06	LT	1.000000	15750.00
8	14899.00	Non-stock RV: ANTENNA INSTALL-BIG SPRING	11/13/06	LT	1.000000	14899.00
9	23750.00	Non-stock RV: ANTENNA INSTALL-WESTBROOK	11/13/06	LT	1.000000	23750.00
10	29000.00	Non-stock RV: ANTENNA INSTALL-SYNDER	11/13/06	LT	1.000000	29000.00
11	32150.00	Non-stock RV: ANTENNA INSTALL-ROBY	11/13/06	LT	1.000000	32150.00
12	16000.00	Non-stock RV: ANTENNA INSTALL-BEARD MT	11/13/06	LT	1.000000	16000.00
13	33000.00	Non-stock RV: ANTENNA INSTALL-FT STOCKTON/	11/13/06	LT	1.000000	33000.00

SPECIAL INSTRUCTIONS / NOTES:

TOTAL ORDER

\* Revision/Reprint - Do Not Duplicate Order \*\*  
Date Reprinted: 07/18/06

SUPPLIER

Pg 1 of 22

AUTHORIZED SIGNATURE





HARRIS CORPORATION  
MICROWAVE COMMUNICATIONS DIVISION  
5757 FARINON DRIVE  
SAN ANTONIO, TEXAS 78249-3410  
210-561-7300 FAX 210-561-7499

NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP ANY ITEM BY DATE SPECIFIED  
PLEASE SHOW HARRIS PART NUMBERS ON ALL PACKING LISTS AND INVOICES.  
THIS IS A CONFIRMING ORDER DO NOT DUPLICATE.

**IMPORTANT**  
SELLER UNDERSTANDS THAT THIS PURCHASE ORDER IS SUBJECT  
TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

**VENDOR:** BROKEN ARROW COMMUNICATIONS  
5931 SEA LION PLACE  
SUITE 104  
CARLSBAD, CA  
U.S.A. 92008

## Purchase Order

THIS PURCHASE ORDER NUMBER MUST APPEAR ON  
ALL INVOICES, SHIPPING DOCUMENTS, CARTONS AND  
CORRESPONDENCE RELATED TO THIS ORDER.

PURCHASE ORDER NO.	CHANGE NO.	BUYER	PAGE
SUB472931	0	AS	2

**SHIP TO:**  
SHIP TO ADDRESS IN BODY OF PO

**BILL TO:**  
HARRIS CORP (MCD-RWS)  
Accounts Payable-Mailstop #54  
PO Box 9008  
MELBOURNE, FL  
U.S.A. 32902

ORDER DATE 17/13/06	VENDOR ID BROKEN02	SHIP VIA HARRIS ROUTING GUIDE	F.O.B. Origin	CONFIRM TO DENNIS OLSON
TERMS 0.00% 30 Net 30	REQUEST NO. R3252	DELIVER TO	VENDOR TELEPHONE 760-918-0551	TAX No
REMARKS IO#A64870PDK RAUDEL ESQUIVEL/MICHEL DELEFORGE				RESALE NUMBER SY BHA 19-685321-001-BHA

ITEM	QUANTITY	PART NUMBER/ DESCRIPTION	DELIVERY DATE	UOM	UNIT PRICE	AMOUNT
		FT. STOCKTON DT				
.4	18500.00	Non-stock RV: 11/13/06 LT ANTENNA INSTALL-INDIAN MESA Antenna Installation to include the following : Removal of existing antennas, delivered to the MTSO yard. Removal of some of the W/G, delivered to the MTSO yard. Installation of the new antennas. Sweep all W/G, existing and new, provide data Inventory the antenna systems, deliver to sites. BAC must complete the antenna audit forms BAC must submit pictures of installation.	11/13/06	LT	1.000000	18500.00
.5	1891.00	Non-stock RV: 11/13/06 LT RADIO INSTALL-GARDEN CITY	11/13/06	LT	1.000000	1891.00
.6	1891.00	Non-stock RV: 11/13/06 LT RADIO INSTALL-BIG LAKE	11/13/06	LT	1.000000	1891.00
.7	1891.00	Non-stock RV: 11/13/06 LT RADIO INSTALL-MERTZON	11/13/06	LT	1.000000	1891.00
.8	350.00	Non-stock RV: 11/13/06 LT RADIO DELIVERY-CHRISOVAL	11/13/06	LT	1.000000	350.00
.9	1891.00	Non-stock RV: 11/13/06 LT RADIO INSTALL-CHRISOVAL	11/13/06	LT	1.000000	1891.00
.10	350.00	Non-stock RV: 11/13/06 LT RADIO DELIVERY-BELL ST RADIO	11/13/06	LT	1.000000	350.00

SPECIAL INSTRUCTIONS / NOTES:

TOTAL ORDER

\* Revision/Reprint - Do Not Duplicate Order \*\*  
Date Reprinted: 07/18/06

SUPPLIER

AUTHORIZED SIGNATURE





HARRIS CORPORATION  
MICROWAVE COMMUNICATIONS DIVISION  
5757 FARINON DRIVE  
SAN ANTONIO, TEXAS 78249-3410  
210-561-7300 FAX 210-561-7499

NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP ANY ITEM BY DATE SPECIFIED  
PLEASE SHOW HARRIS PART NUMBERS ON ALL PACKING LISTS AND INVOICES  
THIS IS A CONFIRMING ORDER DO NOT DUPLICATE

**IMPORTANT**

SELLER UNDERSTANDS THAT THIS PURCHASE ORDER IS SUBJECT  
TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

VENDOR: BROKEN ARROW COMMUNICATIONS  
5931 SEA LION PLACE  
SUITE 104  
CARLSBAD, CA  
U.S.A. 92008

# Purchase Order

THIS PURCHASE ORDER NUMBER MUST APPEAR ON  
ALL INVOICES, SHIPPING DOCUMENTS, CARTONS AND  
CORRESPONDENCE RELATED TO THIS ORDER.

PURCHASE ORDER NO.	CHANGE NO.	BUYER	PAGE
SUB472931	0	AS	3

SHIP TO:  
SHIP TO ADDRESS IN BODY OF PO

BILL TO:  
HARRIS CORP (MCD-RWS)  
Accounts Payable-Mailstop #54  
PO Box 9008  
MELBOURNE, FL  
U.S.A. 32902

ORDER DATE	VENDOR ID	SHIP VIA	F.O.B.	CONFIRM TO
07/13/06	BROKEN02	HARRIS ROUTING GUIDE	Origin	DENNIS OLSON
TERMS	REQUEST NO.	DELIVER TO	VENDOR TELEPHONE	TAX
0.00% 30 Net 30	R3252		760-918-0551	No
REMARKS	RESALE NUMBER			
SO#A64870PDK RAUDEL ESQUIVEL/MICHEL DELEFORGE	SY BHA 19-685321-001-BHA			

ITEM	QUANTITY	PART NUMBER/ DESCRIPTION	DELIVERY DATE	UOM	UNIT PRICE	AMOUNT
01	1000.00	Non-stock RV: RADIO INSTALL-BELL ST	11/13/06	LT	1.000000	1000.00
02	350.00	Non-stock RV: RADIO DELIVERY-ODESSA WEST	11/13/06	LT	1.000000	350.00
03	1891.00	Non-stock RV: RADIO INSTALL-ODESSA WEST	11/13/06	LT	1.000000	1891.00
04	350.00	Non-stock RV: RADIO DELIVERY-PENWALL	11/13/06	LT	1.000000	350.00
05	1891.00	Non-stock RV: RADIO INSTALL-PENWALL	11/13/06	LT	1.000000	1891.00
06	1891.00	Non-stock RV: RADIO INSTALL-MONAHANS	11/13/06	LT	1.000000	1891.00
07	1000.00	Non-stock RV: RADIO INSTALL-BARSTOW	11/13/06	LT	1.000000	1000.00
08	2998.00	Non-stock RV: RADIO INSTALL-MIDLAND MTSO 3 RADIO INSTALL	11/13/06	LT	1.000000	2998.00
09	1891.00	Non-stock RV: RADIO INSTALL-STANTON	11/13/06	LT	1.000000	1891.00
10	2000.00	Non-stock RV: RADIO INSTALL-BIG SPRING	11/13/06	LT	1.000000	2000.00
11	1891.00	Non-stock RV: RADIO INSTALL-WESTBROOK	11/13/06	LT	1.000000	1891.00
12	1891.00	Non-stock RV: RADIO INSTALL-SYNDER	11/13/06	LT	1.000000	1891.00

SPECIAL INSTRUCTIONS / NOTES:

TOTAL ORDER

\*\* Revision/Reprint - Do Not Duplicate Order \*\*  
Date Reprinted: 07/18/06

SI (B) 120

AUTHORIZED SIGNATURE



HARRIS CORPORATION  
MICROWAVE COMMUNICATIONS DIVISION  
5757 FARINON DRIVE  
SAN ANTONIO, TEXAS 78249-3410  
210-561-7300 FAX 210-561-7489

# Purchase Order

THIS PURCHASE ORDER NUMBER MUST APPEAR ON  
ALL INVOICES, SHIPPING DOCUMENTS, CARTONS AND  
CORRESPONDENCE RELATED TO THIS ORDER

PURCHASE ORDER NO.	CHANGE NO.	BUYER	PAGE
SUB472931	0	AS	4

SHIP TO:  
SHIP TO ADDRESS IN BODY OF PO

BILL TO:  
HARRIS CORP (MCD-RWS)  
Accounts Payable-Mailstop #54  
PO Box 9008  
MELBOURNE, FL  
U.S.A. 32902

NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP ANY ITEM BY DATE SPECIFIED  
PLEASE SHOW HARRIS PART NUMBERS ON ALL PACKING LISTS AND INVOICES  
THIS IS A CONFIRMING ORDER DO NOT DUPLICATE

IMPORTANT  
SELLER UNDERSTANDS THAT THIS PURCHASE ORDER IS SUBJECT  
TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE

VENDOR: BROKEN ARROW COMMUNICATIONS  
5931 SEA LION PLACE  
SUITE 104  
CARLSBAD, CA  
U.S.A. 92008

ORDER DATE	VENDOR ID	SHIP VIA	F.O.B.	CONFIRM TO		
17/13/06	BROKEN02	HARRIS ROUTING GUIDE	Origin	DENNIS OLSON		
TERMS	REQUEST NO.	DELIVER TO	VENDOR TELEPHONE	TAX		
0.00% 30 Net 30	R3252		760-918-0551	No		
REMARKS			RESALE NUMBER			
IO#A64870PDK RAUDEL ESQUIVEL/MICHEL DELEFORGE			SY BHA 19-685321-001-BHA			
ITEM	QUANTITY	PART NUMBER/DESCRIPTION	DELIVERY DATE	UOM	UNIT PRICE	AMOUNT
13	3000.00	Non-stock RV: RADIO INSTALL-ROBY	11/13/06	LT	1.000000	3000.00
14	350.00	Non-stock RV: RADIO DELIVERY-HAWLEY	11/13/06	LT	1.000000	350.00
15	1891.00	Non-stock RV: RADIO INSTALL-HAWLEY	11/13/06	LT	1.000000	1891.00
16	350.00	Non-stock RV: RADIO DELIVERY-NATIONS BANK	11/13/06	LT	1.000000	350.00
17	1000.00	Non-stock RV: RADIO INSTALL-NATIONS BANK	11/13/06	LT	1.000000	1000.00
18	350.00	Non-stock RV: RADIO DELIVERY-ROSCOE	11/13/06	LT	1.000000	350.00
19	350.00	Non-stock RV: RADIO DELIVERY-SWEETWATER	11/13/06	LT	1.000000	350.00
20	1000.00	Non-stock RV: RADIO INSTALL-SWEETWATER	11/13/06	LT	1.000000	1000.00
21	1000.00	Non-stock RV: RADIO INSTALL-BEAR MT	11/13/06	LT	1.000000	1000.00
22	2000.00	Non-stock RV: RADIO INSTALL-FT STOCKTON/ FT STOCKTONDT	11/13/06	LT	1.000000	2000.00
Help with radios portion, deliver radios, Deliver the new Harris radios to sites. Bolt down the radios. Tower Fld Manger to assist scheduling crew						

SPECIAL INSTRUCTIONS / NOTES:

TOTAL ORDER

\*\* Revision/Reprint - Do Not Duplicate Order \*\*  
Date Reprinted: 07/18/06

SM 1021 1020

AUTHORIZED SIGNATURE



HARRIS CORPORATION  
MICROWAVE COMMUNICATIONS DIVISION  
5757 FARINON DRIVE  
SAN ANTONIO, TEXAS 78249-3410  
210-561-7300 FAX 210-561-7499

NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP ANY ITEM BY DATE SPECIFIED.  
PLEASE SHOW HARRIS PART NUMBERS ON ALL PACKING LISTS AND INVOICES.  
THIS IS A CONFIRMING ORDER DO NOT DUPLICATE

**IMPORTANT**  
SELLER UNDERSTANDS THAT THIS PURCHASE ORDER IS SUBJECT  
TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE

VENDOR: BROKEN ARROW COMMUNICATIONS  
5931 SEA LION PLACE  
SUITE 104  
CARLSBAD, CA  
U.S.A. 92008

## Purchase Order

THIS PURCHASE ORDER NUMBER MUST APPEAR ON  
ALL INVOICES, SHIPPING DOCUMENTS, CARTONS AND  
CORRESPONDENCE RELATED TO THIS ORDER.

PURCHASE ORDER NO.	CHANGE NO.	BUYER	PAGE
SUB472931	0	AS	5

SHIP TO:  
SHIP TO ADDRESS IN BODY OF PO

BILL TO:  
HARRIS CORP (MCD-RWS)  
Accounts Payable-Mailstop #54  
PO Box 9008  
MELBOURNE, FL  
U.S.A. 32902

ORDER DATE	VENDOR ID	SHIP VIA	F.O.B.	CONFIRM TO
07/13/06	BROKEN02	HARRIS ROUTING GUIDE	Origin	DENNIS OLSON

TERMS	REQUEST NO.	DELIVER TO	VENDOR TELEPHONE	TAX
0.00% 30 Net 30	R3252		760-918-0551	No

REMARKS	RESALE NUMBER
PO#A64870PDK RAUDEL ESQUIVEL/MICHEL DELEFORGE	SY BHA 19-685321-001-BHA

ITEM	QUANTITY	PART NUMBER/ DESCRIPTION	DELIVERY DATE	UOM	UNIT PRICE	AMOUNT
		See detail of tasks & requirements in attached SOW (copy of SOW to be attached to PO sent to subcontractor)				
		ALL WORK TO BE PERFORMED PER HARRIS SOW & SUBCONTRACTOR FIRM FIXED PRICED QUOTE #20-2315-1 DATED 06/14/06 AND ATTACHED				
		***QUOTES SUBMITTED ARE FIRM FIXED PRICED. OUT OF SCOPE WORK REQUIRES HARRIS PRE-APPROVAL FOR REIMBURSEMENT. SUBCONTRACTOR MUST A SUBMIT (HARRIS ) FIELD				
		AUTHORIZATION CHANGE ORDER FORM WITH UPSCOPE DETAILS & COST FOR SIGNATURE APPROVAL.				
		***PERSONAL PROTECTIVE EQUIPMENT (PPE) MUST BE MAINTAINED AND UTILIZED PER OSHA STANDARDS				
		***TOWER CLIMBERS MUST BE CERTIFIED- EMAIL CERTIFICATE COPY TO SHEIK.ALI@HARRIS.COM IF NOT SUBMITTED				
		PROJECT NAME: MIDLAND TX				
		PERIOD OF PERFORMANCE: 07/18/06 TO TBD MUTUALLY				

SPECIAL INSTRUCTIONS / NOTES:

TOTAL ORDER

\* Revision/Reprint - Do Not Duplicate Order \*\*  
Date Reprinted: 07/18/06

SUPPLIER

AUTHORIZED SIGNATURE





HARRIS CORPORATION  
MICROWAVE COMMUNICATIONS DIVISION  
5757 FARINON DRIVE  
SAN ANTONIO, TEXAS 78249-3410  
210-561-7300 FAX 210-561-7499

NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP ANY ITEM BY DATE SPECIFIED  
PLEASE SHOW HARRIS PART NUMBERS ON ALL PACKING LISTS AND INVOICES  
THIS IS A CONFIRMING ORDER DO NOT DUPLICATE.

**IMPORTANT**  
SELLER UNDERSTANDS THAT THIS PURCHASE ORDER IS SUBJECT  
TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

VENDOR: BROKEN ARROW COMMUNICATIONS  
5931 SEA LION PLACE  
SUITE 104  
CARLSBAD, CA  
U.S.A. 92008

## Purchase Order

THIS PURCHASE ORDER NUMBER MUST APPEAR ON  
ALL INVOICES, SHIPPING DOCUMENTS, CARTONS AND  
CORRESPONDENCE RELATED TO THIS ORDER.

PURCHASE ORDER NO.	CHANGE NO.	BUYER	PAGE
SUB472931	0	AS	6

SHIP TO:  
SHIP TO ADDRESS IN BODY OF PO

BILL TO:  
HARRIS CORP (MCD-RWS)  
Accounts Payable-Mailstop #54  
PO Box 9008  
MELBOURNE, FL  
U.S.A. 32902

ORDER DATE	VENDOR ID	SHIP VIA	F.O.B.	CONFIRM TO
7/13/06	BROKEN02	HARRIS ROUTING GUIDE	Origin	DENNIS OLSON
TERMS	REQUEST NO.	DELIVER TO	VENDOR TELEPHONE	TAX
0.00% 30 Net 30	R3252		760-918-0551	No
REMARKS	RESALE NUMBER			
PO#A64870PDK RAUDEL ESQUIVEL/MICHEL DELEFORGE	SY BHA 19-685321-001-BHA			

ITEM	QUANTITY	PART NUMBER/ DESCRIPTION	DELIVERY DATE	UOM	UNIT PRICE	AMOUNT
		REQUIRED ON SITE: 7/18/2006				
		TOTAL PO NTE: \$304,826.00				
		****SUBCONTRACTOR MUST SUBMIT ALL DATA SHEETS, REPORTS, AND/OR FINAL ANTENNA AND RADIO INSTALL CHECKLISTS REQUIRED PRIOR TO INVOICING FOR PAYMENT.				
		INVOICE APPROVAL BY: STEVE ROCHA				
		HARRIS BUYER: ANGELA ALONSO-SMITH 210-561-7414				
		INVOICING: INVOICES MUST REFERENCE A PO# & FORWARDED TO MARY VICTORIO FOR PROPER PROCESSING AT:				
		Harris Corp - RWS 350 Twin Dolphin Drive Redwood Shores, CA 94065 Attn: Mary Victorio-Mailstop 27 Phone: 650-594-3206				
		ENSURE HARRIS PROJECT MANAGER HAS ALL CHANGE ORDERS				

SPECIAL INSTRUCTIONS / NOTES:

TOTAL ORDER

\* Revision/Reprint - Do Not Duplicate Order \*\*  
Date Reprinted: 07/18/06

SUPPLIER

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

**Customer: Alltel**  
**Project: Midland, TX**

**Sales Order #: A64870**

**Statement of work  
for Microwave Antenna System Installation**

---

**Statement of Work**

**Location: Midland, TX**  
**Work Starting by: 7/18/06**  
**Generated by: Raudel Esquivel**

**Customer: Alltel**  
**Project: Midland, TX**

**Sales Order #: A64870**

**Statement of work  
for Microwave Antenna System Installation**

---

**Contents**

1. Introduction.....	3
2. Installation Materials, Test Equipment and Tools.....	3
3. Antenna System De-Installation.....	3
4. Antenna System Installation.....	4
5. Transport, unpacking, inventory.....	5
6. Management, Reporting.....	5
7. Redlined documentation.....	6
8. Clean up.....	6
9. Quality Assurance requirements.....	6
10. Workmanship warranty.....	6
11. Payment Terms:.....	6
12. Harris points of contact.....	7
13. Attachments.....	7
1.1. System Layout.....	7
1.2. Equipment List.....	7
1.3. Path Calcs.....	7
1.4. Installation Check List.....	7
1.5. Antenna audit sheet.....	7



**Customer: Alltel**  
**Project: Midland, TX**

**Sales Order #: A64870**

**Statement of work  
for Microwave Antenna System Installation**

---

## **1. Introduction**

This SOW is related to the installation tasks to be carried out for Harris within the scope of a project for Alltel.

This project consists of the installation of new antenna systems (qty 22) and the replacement of existing antennas (qty 27) and waveguides (qty 3).

It is to be noted that in order to minimize the down time, the replacement of the existing antenna systems will be scheduled and performed in the following order (to be coordinated with Harris Customer and Harris Field Manager):

- 1) replacement of diversity antenna, performed during business hours,
- 2) replacement of primary antenna, performed during maintenance windows.

All tasks are detailed below . Please refer to attached equipment list for applicability of the tasks/site.

## **2. Installation Materials, Test Equipment and Tools**

1. Provide the following pipe mounts:
  - o Big Spring 2 ea.
  - o Westbrook 4 ea.
  - o Snyder 4 ea.
  - o Roby 2 ea.
  - o Beard 2 ea.
  - o Indian Mesa 2 ea.
2. Provide Test equipment and tools necessary for all tasks described in this SOW,

## **3. Antenna System De-Installation**

1. Record Received Signal Level on existing radios at both ends of the path (keypad or AGC voltage) prior to de-installation of the antenna system,
2. De-install antenna system,
3. Transport removed antennas and coiled waveguides to MTSO Yard

**Customer: Alltel**  
**Project: Midland, TX**

**Sales Order #: A64870**

**Statement of work  
for Microwave Antenna System Installation**

---

#### **4. Antenna System Installation**

1. Provide and install antenna pipe mount at centerline required by frequency coordination sheet.
2. Install dishes on pipe mounts with all stiff arms.
  - Stiff arms must be properly secured to tower members with angles meeting Andrew specifications. (Manufacturer Specifications)
  - Feedhorn polarization must be in accordance with frequency coordination sheets
  - On dual polarization antennas, in the absence of specific requirement from frequency coordination (RH or LH), those feedhorns must be installed in a consistent way at each site (all vertical ports left or all right) to facilitate polarization check from the bottom of the tower when needed,
3. Install waveguide from antenna to inside shelter where radios will go, with hanger kits at three-foot intervals for each run.
4. Install cross guide couplers for all main w/g runs, whether new or existing. Ensure they are installed properly with all screws and are easily accessible with test equipment.
5. Sweep w/g terminated by antenna within antenna frequency range and record results. Return loss objective is 22dB minimum within the entire antenna range. If the W/G return loss is below the 22 dB spec, consult Harris Project Engineer, as it may need to be replaced.
6. Label w/g at both ends
7. Ground waveguide:
  - at the antenna,
  - at the base of the waveguide run,
  - Grounding may be required in middle of vertical run when it exceeds 200ft
  - at waveguide entrance if applicable.
8. Terminate the waveguide at the antenna and at equipment ends, provide a drip loop at building entry.
9. Reuse existing dehydrators,
10. Install pressure manifold and connect to existing pressurization system (when applicable)
11. Install pressure window and connect pressure line from waveguide to pressure manifold. Pressurize the waveguide and set dehydrator system to 4 psi. Check for pressurization leaks by shutting off valve and ensuring less than 1/2 psi drop over 4 hours.
12. Perform path alignment using an analog meter connected to the AGC voltage on radio and measure received signal level and compare to path calculation summary. Performance objective is + 2 db of the path calculation sheet. For

**Customer: Alltel**  
**Project: Midland, TX**

**Sales Order #: A64870**

**Statement of work  
 for Microwave Antenna System Installation**

---

- replaced antennas, if path calculation not met, compare to received signal levels recorded prior to de-installation of existing antennas
13. Fill out installation check list form to all items that are applicable to the antenna installation and send to Harris project engineer, prior to leaving the job.
  14. Provide one (1) set of digital color photos of antenna system installation, label each photo by site/direction and send to the Harris Project Engineer.
    - New antenna installation on tower with close up picture of back of antenna showing
    - feed orientation as well as side strut attachment to antenna and tower.
    - Photo of the antenna mount, close up showing attachment to tower.
    - Photo that verifies each waveguide run is adequately supported between the feed horn and waveguide ladder or vertical tower member.
    - Vertical transmission line run on antenna tower, close up of some hangers
    - Horizontal transmission line run on ice bridge/structure into shelter/building
    - Photo showing the drip loop in the W/G.
    - Entry port from outside and inside showing also grounding.
    - Transmission line run (inside) at the entry port and at TOR of radio with flex.
    - Dehydrator, pressure gauges.
  15. Fill out FCC antenna audit form and return to the Harris Project Engineer.

## **5. Transport, unpacking, inventory**

1. Provide transport of equipment/material supplied by Harris from Customer's storage warehouse to the sites.
2. Unpack equipment/material
3. The Harris radios will also be transported to sites.
4. Perform inventory according to shipping lists and inform immediately Harris Project Engineer of any damage or discrepancy,
5. Provide transportation of vendor's personnel to and from work sites,
6. Provide safety and first aid materials and supplies for construction personnel assigned to this project,

## **6. Management, Reporting**

1. Provide execution schedule,
2. Provide daily status reports via e-mail to the Harris Project Engineer, giving:
  - Status of different tasks: done during past day, pending points,
  - Schedule updates.

**Customer: Alltel**  
**Project: Midland, TX**

**Sales Order #: A64870**

**Statement of work  
for Microwave Antenna System Installation**

---

3. Inform Harris Project Engineer by phone or e-mail of any problem or difficulty,
4. Inform Harris PE of any additional material/work which may be needed to perform/complete proper installation (waveguide tray, waveguide bridge...)
5. Fill out Field Equipment Return forms, when necessary,
6. Ensure field coordination with Harris's Customer and Field Manager,
7. Notify the Harris Project Engineer of work completion in writing.
8. Supply all deliverables to the Harris project Engineer within ten days of the work completion.

**7. Redlined documentation**

1. Mark-up any additions, changes or deletions to drawings and specifications and send to Harris Project Engineer for update of installation documents.

**8. Clean up**

1. Clean up and dispose of all debris from project work site on a daily basis,

**9. Quality Assurance requirements**

1. It is expected that the contractor will perform installation in such a manner that meets all Harris standards as well as any OEM equipment installation standards, i.e. Andrew, Gabriel etc...
2. Harris reserves the right to perform installation audit at any time during or up to 1 year after project sign off.
3. If any part of the installation is found to be sub standard or in need of any re-work, contractor shall be responsible for cost of the Harris audit, going back to any sites needing extra work, performing the labor to fix any problems, and invoices may be held until installation is fully acceptable to customer and Harris.

**10. Workmanship warranty**

1. Provide 1 year workmanship warranty,

**11. Payment Terms:**

1. Payment schedule will be as follows:
  - 90% after work completion and receipt of all deliverables by Harris,

**Customer: Alltel**  
**Project: Midland, TX**

**Sales Order #: A64870**

**Statement of work  
for Microwave Antenna System Installation**

---

- 10% after acceptance of the installation by Harris customer.

## **12. Harris points of contact**

- 1) Steve Maki is the Field Manager installing radios at 949-374-8014
- 2) Raudel Esquivel
  - o Harris Corp.
  - o Project Engineer
  - o Office 650-594-3107
  - o Cell 650-576-5977
  - o efax 321-674-2912

## **13. Attachments**

- 1.1. System Layout**
- 1.2. Equipment List**
- 1.3. Path Calcs**
- 1.4. Installation Check List**
- 1.5. Antenna audit sheet**



# Broken Arrow Communications

5931 Sea Lion Place, Carlsbad, CA 92008 (760)918-0551 Fax (760)918-0739

TO: Harris

QUOTE NO: 20-2319-3  
DATE: 8/14/2006  
QUOTE VALID: 30 DAYS  
DELIVERY: PER RFQ REQUEST  
TERMS: NET 30  
FOB: INSTALLED

Phone: 650-594-3107

Fax: 321-674-2748

Attention: Raudel Esquivel

e-mail: [resquive@harris.com](mailto:resquive@harris.com)

CUSTOMER REFERENCE: Install WG/Ant/Path Align Alltel Utah Backbone

ITEM	DESCRIPTION		QTY	UNIT	TOTAL PRICE
1	Vernal WG Sweeps and 10' Ice Bridge Install	Labor	4	\$ 350.00	\$ 1,400.00
2	Vernal Radio Install Assist	Labor	1	\$ 1,325.00	\$ 1,325.00
3	Asphalt Ridge Ant/WG/Path/Sweeps	Labor	1	\$ 10,500.00	\$ 10,500.00
4	Asphalt Ridge Removal of Ant	Labor	1	\$ 3,250.00	\$ 3,250.00
5	Asphalt Ridge Radio Install Assist	Labor	1	\$ 1,595.00	\$ 1,595.00
6	Bruin Pt Ant/WG/Path Align/Sweeps	Labor	1	\$ 11,750.00	\$ 11,750.00
7	Bruin Pt Removal of Ant	Labor	1	\$ 3,250.00	\$ 3,250.00
8	Bruin Pt Radio Install Assist	Labor	1	\$ 3,010.00	\$ 3,010.00
9	Long Ridge Ant/WG/Path/Sweeps	Labor	1	\$ 4,250.00	\$ 4,250.00
10	Long Ridge Removal of Ant	Labor	1	\$ 1,250.00	\$ 1,250.00
11	Long Ridge Radio Install Assist	Labor	1	\$ 3,390.00	\$ 3,390.00
12	Horseshoe Ant/WG/Path/Sweeps	Labor	1	\$ 4,250.00	\$ 4,250.00
13	Horseshoe Removal of Ant	Labor	1	\$ 1,250.00	\$ 1,250.00
14	Horseshoe Radio Assist Install	Labor	1	\$ 1,595.00	\$ 1,595.00
15	Bartons Ant/WG Path Sweeps	Labor	1	\$ 7,500.00	\$ 7,500.00
16	Bartons Removal of Ant	Labor	1	\$ 3,250.00	\$ 3,250.00
17	Bartons Radio Install Assist	Labor	1	\$ 2,070.00	\$ 2,070.00
18	Glenna Anna Ant/WG/Path/Sweeps	Labor	1	\$ 4,250.00	\$ 4,250.00
19	Glenna Anna Removal of Ant	Labor	1	\$ 1,250.00	\$ 1,250.00
20	Glenna Anna Radio Install Assist	Labor	1	\$ 2,070.00	\$ 2,070.00
21	White Pine Sweeps	Labor	3	\$ 350.00	\$ 1,050.00
21n	White Pine 6' Ice Shield Install	Labor	1	\$ 500.00	\$ 500.00
22	White Pine Radio Install Assist	Labor	1	\$ 2,070.00	\$ 2,070.00
23	Gillies Hill Ant/WG/Path Sweeps	Labor	1	\$ 14,000.00	\$ 14,000.00
24	Gillies Hill Removal of Ant	Labor	1	\$ 4,000.00	\$ 4,000.00
25	Gillies Hill Radio Install Assist	Labor	1	\$ 3,390.00	\$ 3,390.00
26	Frisko Pk Ant/WG/Path/Sweeps	Labor	1	\$ 14,250.00	\$ 14,250.00
27	Frisko Pk Removal of Ant/relocate to State of Utah/remove existing State of Utah Ant	Labor	1	\$ 5,250.00	\$ 5,250.00
28	Frisko Pk-State of Utah-Ant Add/Path/Sweep	Labor	1	\$ 7,500.00	\$ 7,500.00
29	Frisko Pk Radio Install Assist	Labor	1	\$ 1,595.00	\$ 1,595.00
30	Cedar City Ant/WG/Path/Sweeps	Labor	1	\$ 10,500.00	\$ 10,500.00
31	Cedar City Removal of Ant	Labor	1	\$ 2,500.00	\$ 2,500.00
32	Cedar City Radio Install Assist	Labor	1	\$ 3,010.00	\$ 3,010.00
					\$ -
					\$ -
***SYSTEM TOTAL***					\$ 142,070.00

## STATEMENT OF WORK:

- (A) Broken Arrow Communications will provide all labor, supervision, materials, equipment and transportation necessary to the completion of the work shown in the Bid Documents or verbal direction.
- (B) Quote assume no material to be provided by Broken Arrow Communications, unless otherwise specified
- (C) Quote assumes all towers are safe to climb. Bid does not include manlift or crane rental.
- (D) Quote assumes reasonable access to sites.
- (E) Quote for one mobilization/remobilization, available customer technician, and all sites are ready for install.



- (F) Quote based on uninterrupted contiguous installation
- (G) \$2000/day standby time.
- (F) Quote based on RFQ-Alltel Utah Backbone dated 6/27/06

**NOTES AND ASSUMPTIONS:**

- (B) Broken Arrow Communications will provide the labor and expertise, tools and equipment.
- (C) Broken Arrow Communications will provide a Safety Manager to supervise this project current CAL-OSHA requirements.
- (D) Standard Daily Rate for all additional work beyond scope of work is \$520.00 per day per technician, plus vehicles and all necessary tools and equipment to accomplish assigned tasks. All additional materials provided by Broken Arrow Communications with the customer's authority will be charged at cost plus 15%.
- (E) No work shall begin until a approved Purchase Order has been received or a Verbal Request form has been signed by an authorized person. If VR is signed an PO will still be required but work will proceed.
- (F) Standard daily Per Diem for all additional work will be \$100 per day per technician.

**EXCEPTIONS:**

Any additional requirements by the local cities, utility companies, state agencies or any other government agency. Any additional requirements by property owner.

Regards,

*If above listed terms and prices are acceptable please sign below and fax back:*

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Please print name and title*



HARRIS CORPORATION  
MICROWAVE COMMUNICATIONS DIVISION  
5757 FARINON DRIVE  
SAN ANTONIO, TEXAS 78249-3410  
210-561-7300 FAX 210-561-7499

NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP ANY ITEM BY DATE SPECIFIED  
PLEASE SHOW HARRIS PART NUMBERS ON ALL PACKING LISTS AND INVOICES  
THIS IS A CONFIRMING ORDER DO NOT DUPLICATE

**IMPORTANT**  
SELLER UNDERSTANDS THAT THIS PURCHASE ORDER IS SUBJECT  
TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

**VENDOR:** BROKEN ARROW COMMUNICATIONS  
5931 SEA LION PLACE  
SUITE 104  
CARLSBAD, CA  
U.S.A. 92008

## Purchase Order

THIS PURCHASE ORDER NUMBER MUST APPEAR ON  
ALL INVOICES, SHIPPING DOCUMENTS, CARTONS AND  
CORRESPONDENCE RELATED TO THIS ORDER.

PURCHASE ORDER NO.	CHANGE NO.	BUYER	PAGE
SU473081	0	AS	1

SHIP TO:  
SHIP TO ADDRESS IN BODY OF PO

**BILL TO:**  
HARRIS CORP (MCD-RWS)  
Accounts Payable-Mailstop #54  
PO Box 9008  
MELBOURNE, FL  
U.S.A. 32902

ORDER DATE 09/11/06	VENDOR ID BROKEN02	SHIP VIA HARRIS ROUTING GUIDE	F.O.B. Origin	CONFIRM TO DENNIS OLSON
TERMS 0.00% 30 Net 30		REQUEST NO. R3717	DELIVER TO	VENDOR TELEPHONE 760-918-0551
TAX No				

REMARKS  
SO#71514PDK RAUDEL ESQUIVEL/MICHELE DELEFORGE  
RESALE NUMBER  
SY BHA 19-685321-001-BHA

ITEM	QUANTITY	PART NUMBER/	DESCRIPTION	DELIVERY DATE	UOM	UNIT PRICE	AMOUNT
1	116950.00	Non-stock	RV: ANTENNA INSTALL Removal of existing antennas, delivered to the MTSO yard. Removal of some of the W/G, delivered to the MTSO yard. Installation of the new antennas. Sweep all W/G, existing and new, provide data Inventory the antenna systems, deliver to sites. BAC must complete the antenna audit forms BAC must submit pictures of installation.	02/11/07	LT	1.000000	116950.00
2	25120.00	Non-stock	RV: RADIO SUPPORT LABOR ALL WORK TO BE PERFORMED PER HARRIS SOW & SUBCONTRACTOR FIRM FIXED PRICED CONTRACTED QUOTE #20-2319-3 DATED 14 AUG 2006  ***QUOTES SUBMITTED ARE FIRM FIXED PRICED. OUT OF SCOPE WORK REQUIRES HARRIS PRE-APPROVAL FOR REIMBURSEMENT. SUBCONTRACTOR MUST A SUBMIT (HARRIS') FIELD  AUTHORIZATION CHANGE ORDER FORM WITH UPSCOPE DETAILS & COST FOR SIGNATURE APPROVAL.  ***PERSONAL PROTECTIVE EQUIPMENT (PPE)	02/11/07	LT	1.000000	25120.00

SPECIAL INSTRUCTIONS / NOTES:

TOTAL ORDER

SUPPLIER

Pg 1 of 20

AUTHORIZED SIGNATURE



HARRIS CORPORATION  
MICROWAVE COMMUNICATIONS DIVISION  
5757 FARINON DRIVE  
SAN ANTONIO, TEXAS 78249-3410  
210-561-7300 FAX 210-561-7499

NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP ANY ITEM BY DATE SPECIFIED  
PLEASE SHOW HARRIS PART NUMBERS ON ALL PACKING LISTS AND INVOICES  
THIS IS A CONFIRMING ORDER DO NOT DUPLICATE

**IMPORTANT**  
SELLER UNDERSTANDS THAT THIS PURCHASE ORDER IS SUBJECT  
TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

**VENDOR:** BROKEN ARROW COMMUNICATIONS  
5931 SEA LION PLACE  
SUITE 104  
CARLSBAD, CA  
U.S.A. 92008

## Purchase Order

THIS PURCHASE ORDER NUMBER MUST APPEAR ON  
ALL INVOICES, SHIPPING DOCUMENTS, CARTONS AND  
CORRESPONDENCE RELATED TO THIS ORDER.

PURCHASE ORDER NO.	CHANGE NO.	BUYER	PAGE
SU473081	0	AS	2

SHIP TO:  
SHIP TO ADDRESS IN BODY OF PO

**BILL TO:**  
HARRIS CORP (MCD-RWS)  
Accounts Payable-Mailstop #54  
PO Box 9008  
MELBOURNE, FL  
U.S.A. 32902

ORDER DATE 09/11/06	VENDOR ID BROKEN02	SHIP VIA HARRIS ROUTING GUIDE	F.O.B. Origin	CONFIRM TO DENNIS OLSON
TERMS 0.00% 30 Net 30		REQUEST NO. R3717	DELIVER TO	VENDOR TELEPHONE 760-918-0551
				TAX No

REMARKS  
SO#71514PDK RAUDEL ESQUIVEL/MICHELE DELEFORGE  
SY BHA 19-685321-001-BHA

ITEM	QUANTITY	PART NUMBER/ DESCRIPTION	DELIVERY DATE	UOM	UNIT PRICE	AMOUNT
		MUST BE MAINTAINED AND UTILIZED PER OSHA STANDARDS				
		***TOWER CLIMBERS MUST BE CERTIFIED- EMAIL CERTIFICATE COPY TO SHEIK.ALI@HARRIS.COM IF NOT SUBMITTED				
		PROJECT NAME: UTAH BACKBONE				
		PERIOD OF PERFORMANCE: 09/06/2006 TO TBD				
		REQUIRED ON SITE: 09/06/2006				
		TOTAL PO NTE: \$142,070.00				
		****SUBCONTRACTOR MUST SUBMIT ALL DATA SHEETS, REPORTS, AND/OR FINAL ANTENNA AND RADIO INSTALL CHECKLISTS REQUIRED PRIOR TO INVOICING FOR PAYMENT.				
		INVOICE APPROVAL BY: MICHEL DELEFORGE				
		HARRIS BUYER: ANGELA ALONSO-SMITH 210-561-7414				

SPECIAL INSTRUCTIONS / NOTES:

TOTAL ORDER

SUPPLIER

AUTHORIZED SIGNATURE



HARRIS CORPORATION  
MICROWAVE COMMUNICATIONS DIVISION  
5757 FARINON DRIVE  
SAN ANTONIO, TEXAS 78249-3410  
210-561-7300 FAX 210-561-7499

NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP ANY ITEM BY DATE SPECIFIED  
PLEASE SHOW HARRIS PART NUMBERS ON ALL PACKING LISTS AND INVOICES  
THIS IS A CONFIRMING ORDER. DO NOT DUPLICATE

**IMPORTANT**  
SELLER UNDERSTANDS THAT THIS PURCHASE ORDER IS SUBJECT  
TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE

**VENDOR:** BROKEN ARROW COMMUNICATIONS  
5931 SEA LION PLACE  
SUITE 104  
CARLSBAD, CA  
U.S.A. 92008

## Purchase Order

THIS PURCHASE ORDER NUMBER MUST APPEAR ON  
ALL INVOICES, SHIPPING DOCUMENTS, CARTONS AND  
CORRESPONDENCE RELATED TO THIS ORDER.

PURCHASE ORDER NO.	CHANGE NO.	BUYER	PAGE
SU473081	0	AS	3

SHIP TO:

SHIP TO ADDRESS IN BODY OF PO

BILL TO:

HARRIS CORP (MCD-RWS)  
Accounts Payable-Mailstop #54  
PO Box 9008  
MELBOURNE, FL  
U.S.A. 32902

ORDER DATE 09/11/06	VENDOR ID BROKEN02	SHIP VIA HARRIS ROUTING GUIDE	F.O.B. Origin	CONFIRM TO DENNIS OLSON
TERMS 0.00% 30 Net 30		REQUEST NO. R3717	DELIVER TO	VENDOR TELEPHONE 760-918-0551
REMARKS SO#71514PDK RAUDEL ESQUIVEL/MICHELE DELEFORGE				TAX No
				RESALE NUMBER SY BHA 19-685321-001-BHA

ITEM	QUANTITY	PART NUMBER/DESCRIPTION	DELIVERY DATE	UOM	UNIT PRICE	AMOUNT
		<p>INVOICING: INVOICES MUST REFERENCE A PO# &amp; FORWARDED TO MARY VICTORIO FOR PROPER PROCESSING AT:</p> <p>Harris Corp - RWS 350 Twin Dolphin Drive Redwood Shores, CA 94065 Attn: Mary Victorio-Mailstop 27 Phone: 650-594-3206</p> <p>ENSURE HARRIS PROJECT MANAGER HAS ALL CHANGE ORDERS PRIOR TO INVOICING. AND INVOICE PER APPLICABLE LINE # ON PO.</p> <p>***FAILURE TO FOLLOW THIS PROCESS MAY DELAY PAYMENT</p>				

SPECIAL INSTRUCTIONS / NOTES:

TOTAL ORDER

\$ 142070.00

SUPPLIER

AUTHORIZED SIGNATURE

**Customer: Alltel**  
**Project: Utah Back Bone**

**Sales Order #: A74514**

**Statement of work for Microwave Antenna System Installation**

---

**Statement of Work**

**Location:** Utah  
**Work Starting by:** 9/5/06  
**Generated by:** Raudel Esquivel

**Customer: Alltel**  
**Project: Utah Back Bone**

**Sales Order #: A74514**

**Statement of work for Microwave Antenna System Installation**

---

**Contents**

1. Introduction.....	3
2. Installation Materials, Test Equipment and Tools.....	3
3. Antenna Details.....	4
4. Added scope for Frisco Peak .....	5
5. Antenna System De-Installation .....	6
6. Antenna System Installation .....	6
7. Transport, unpacking, inventory .....	7
8. Management, Reporting .....	8
9. Redlined documentation .....	8
10. Clean up .....	8
11. Quality Assurance requirements.....	8
12. Workmanship warranty .....	8
13. Payment Terms: .....	9
14. Harris points of contact.....	9
15. Attachments .....	9
1.1. System Layout .....	9
1.2. Equipment List.....	9
1.3. Path Calcs.....	9
1.4. Installation Check List .....	9
1.5. Antenna audit sheet.....	9

**Customer: Alltel**  
**Project: Utah Back Bone**

**Sales Order #: A74514**

## **Statement of work for Microwave Antenna System Installation**

---

### **1. Introduction**

This SOW is related to the installation tasks to be carried out for Harris within the scope of a project for Alltel, Project Summary:

- 11 sites
- 11 hops, 4 hot stand by, 6 diversity
- 10 path alignments
- 22 radios

This project consists of the installation of the following:

- Removal of 19 existing antennas, delivered to the MTSO yard.
- Installation of 19 new antennas
- Installation of 12 new W/G runs
- Installation of 3 ice shields.
- Sweep all W/G, existing and new.
- Inventory the antenna systems, deliver to sites
- Deliver the new Harris radios to sites
- Bolt down the radios.
- 1 Field Mgr to manage tower crew
- BAC must complete the antenna audit forms (same as the Midland forms)
- Record the Leak Test results on the antenna audit sheets
- BAC must submit pictures of installation (same as the Midland forms)

Note: This project scope is similar to the Midland project

It is to be noted that in order to minimize the down time, the replacement of the existing antenna systems will be scheduled and performed in the following order (to be coordinated with Harris Customer and Harris Field Manager):

- 1) replacement of diversity antenna, performed during business hours,
- 2) replacement of primary antenna, performed during maintenance windows.

All tasks are detailed below. Please refer to attached equipment list for applicability of the tasks/site.

Most of these paths will require hot cut, as the existing radios will connect through the constellation expansion port

### **2. Installation Materials, Test Equipment and Tools**

1. Provide the following pipe mounts where needed.
2. Provide Test equipment and tools necessary for all tasks described in this SOW,
3. See antenna details for site specific information.



**Customer: Alltel**  
**Project: Utah Back Bone**

**Sales Order #: A74514**

**Statement of work for Microwave Antenna System Installation**

### 3. Antenna Details

Site	Antenna	Existing	New	Note
Vernal	M/D	Existing	existing	
Asphalt Ridge	M/D	Existing	existing	
Asphalt Ridge	M	HP10-59	HPX10-59	New PCN shows both V & H polarizations, add 1 run of W/G.
Asphalt Ridge	D	PL10-59	PXL10-59	New PCN shows both V & H polarizations, add 1 run of W/G.
Bruin Pt	M	HP10-59	HPX10-59	New PCN shows both V & H polarizations, add 1 run of W/G.
Bruin Pt	D	PL10-59	PXL10-59	New PCN shows both V & H polarizations, add 1 run of W/G.
Bruin Pt	M	Existing	existing	
Bruin Pt	D	HP8-59F	existing	Re-locate Diversity dish from 29' to 20'
Long Ridge	M/D	Existing	existing	
Long Ridge	M	PAR6-59	PARX6-59	New PCN shows both V & H polarizations, add 1 run of W/G.
Horseshoe	M	PAR6-59	PARX6-59	New PCN shows both V & H polarizations, add 1 run of W/G.
Horseshoe	M	Existing	existing	
Bartons	M	Existing	existing	
Bartons	M	DRFB8-59CSE	HPX8-59E	New PCN shows both V & H polarizations, add 1 run of W/G.
Bartons	D	DRFB8-59CSE	HPX8-6F	New PCN shows both V & H polarizations, add 1 run of W/G.
GlennaAnna	M/D	Existing	existing	
GlennaAnna	M	DRFB8-59CSE	UHX6-59KLF	
White Pine	M	Existing	existing	
White Pine	M/D	Existing	existing	
Gillies Hill	M	PAR10-59	HP10-59G	Install Ice Sheild
Gillies Hill	D	DRFB6-59CSE	HP6-59J	Install Ice Sheild
Gillies Hill	M	DRFB6-59CSE	UHX6-59K LF	Install Ice Sheild
Gillies Hill	D	DRFB6-59CSE	UHX6-59K LF	
Frisco Pk	M	DRFB6-59CSE	UHX6-59K LF	
Frisco Pk	D	DRFB6-59CSE	UHX6-59K LF	
Frisco Pk	M	HP12-59	UHX12-59J LF	New PCN shows both V & H polarizations, add 1 run of W/G.
Frisco Pk	D	HP10-59	UHX10-59K-LF	New PCN shows both V & H polarizations, add 1 run of W/G.
Cedar City	M	HP12-59	HPX12-59F	New PCN shows both V & H polarizations, add 1 run of W/G.
Cedar City	D	HP10-59	HPX10-59E	New PCN shows both V & H polarizations, add 1 run of W/G.
<b>Summary:</b>				
Re-locate 1-8'		Remove: 7-6' 3-8'	Install: 8-6' 2-8'	New W/G runs 12
Ice Shields: 2-6'		7-10' 2-12'	7-10' 2-12'	
1-10'				

**Customer: Alltel**  
**Project: Utah Back Bone**

**Sales Order #: A74514**

**Statement of work for Microwave Antenna System Installation**

---

**4. Added scope for Frisco Peak**

From Alltel:

We encountered an interference problem when we coordinated the new Utah frequencies with the State of Utah. We have agreed

Install our old HP10-59E dish that is being removed from our Frisco Peak tower and install it on the State of Utah tower which is located at the same location.

State of Utah would also like for us to remove their two old antennas and install our HP10-59E as well as their new DA10.

BAC modified their quote for the Frisco Peak site to be included The following is a brief scope of work: for Frisco Peak

1. Remove 1 ea. 10' PAL dish at 23' C/L.
2. Remove 1 ea. 10' PAL dish at 65' C/L.
3. Install a new Hypalon cover on the old Alltel HP10-59E dish.
4. Install the old Alltel HP10-59E dish at the 23' AGL level on the State of Utah tower.
5. Terminate the existing waveguide to the newly installed dish.
6. Sweep and align the newly installed dish.
7. Install the new DA-10 high performance dish at the 65' AGL level on the State of Utah tower.
8. Terminate the existing waveguide to the newly installed dish.
9. Sweep and align the newly installed dish.

Note: The State of Utah's path is space diversity. The antennas will be changed out one at a time in order to minimize the system downtime. It will be critical that your crew coordinates it activities with the State of Utah's personnel well in advance.

=====

Notes from Steve Maki:

Looks like this is what we will need to do for antenna work

1. Sweep waveguide prior and after
2. Coordinate with State of Utah with changing around waveguides to do dishes one at a time.
3. Take AGC and RSL measurements before and after
4. Realign dishes
5. Install new dishes
6. Pickup and assemble new dishes
7. Remove debris, bring back old dishes

**Customer: Alltel**  
**Project: Utah Back Bone**

**Sales Order #: A74514**

**Statement of work for Microwave Antenna System Installation**

---

**5. Antenna System De-Installation**

1. Record Received Signal Level on existing radios at both ends of the path (keypad or AGC voltage) prior to de-installation of the antenna system,
2. De-install antenna system,
3. Transport removed antennas and coiled waveguides to MTSO Yard

**6. Antenna System Installation**

1. Provide and install antenna pipe mount at centerline required by frequency coordination sheet.
2. Install dishes on pipe mounts with all stiff arms. All antennas require a second side strut.
  - Stiff arms must be properly secured to tower members with angles meeting Andrew specifications. (Manufacturer Specifications)
  - Feedhorn polarization must be in accordance with frequency coordination sheets
  - On dual polarization antennas, in the absence of specific requirement from frequency coordination (RH or LH), those feedhorns must be installed in a consistent way at each site (all vertical ports left or all right) to facilitate polarization check from the bottom of the tower when needed,
3. Install waveguide from antenna to inside shelter where radios will go, with hanger kits at three-foot intervals for each run.
4. Install cross guide couplers for all main w/g runs, whether new or existing. Ensure they are installed properly with all screws and are easily accessible with test equipment.
5. Sweep w/g terminated by antenna within antenna frequency range and record results. Return loss objective is 22dB minimum within the entire antenna range. If the W/G return loss is below the 22 dB spec, consult Harris Project Engineer, as it may need to be replaced.
6. Label w/g at both ends
7. Ground waveguide:
  - at the antenna,
  - at the base of the waveguide run,
  - Grounding may be required in middle of vertical run when it exceeds 200ft
  - at waveguide entrance if applicable.
8. Terminate the waveguide at the antenna and at equipment ends, provide a drip loop at building entry.
9. Reuse existing dehydrators,
10. Install pressure manifold and connect to existing pressurization system (when applicable)

**Customer: Alltel**  
**Project: Utah Back Bone**

**Sales Order #: A74514**

### **Statement of work for Microwave Antenna System Installation**

11. Install pressure window and connect pressure line from waveguide to pressure manifold. Pressurize the waveguide and set dehydrator system to 4 psi. Check for pressurization leaks by shutting off valve and ensuring less than 1/2 psi drop over 4 hours.
12. Perform path alignment using an analog meter connected to the AGC voltage on radio and measure received signal level and compare to path calculation summary. Performance objective is + 2 db of the path calculation sheet. For replaced antennas, if path calculation not met, compare to received signal levels recorded prior to de-installation of existing antennas
13. Fill out installation check list form to all items that are applicable to the antenna installation and send to Harris project engineer, prior to leaving the job.
14. Provide one (1) set of digital color photos of antenna system installation, label each photo by site/direction and send to the Harris Project Engineer.
  - New antenna installation on tower with close up picture of back of antenna showing
  - feed orientation as well as side strut attachment to antenna and tower.
  - Photo of the antenna mount, close up showing attachment to tower.
  - Photo that verifies each waveguide run is adequately supported between the feed horn and waveguide ladder or vertical tower member.
  - Vertical transmission line run on antenna tower, close up of some hangers
  - Horizontal transmission line run on ice bridge/structure into shelter/building
  - Photo showing the drip loop in the W/G.
  - Entry port from outside and inside showing also grounding.
  - Transmission line run (inside) at the entry port and at TOR of radio with flex.
  - Dehydrator, pressure gauges.
15. Fill out FCC antenna audit form and return to the Harris Project Engineer.

## **7. Transport, unpacking, inventory**

1. Provide transport of equipment/material supplied by Harris from Customer's storage warehouse to the sites.
2. Unpack equipment/material
3. The Harris radios will also be transported to sites.
4. Perform inventory according to shipping lists and inform immediately Harris Project Engineer of any damage or discrepancy,
5. Provide transportation of vendor's personnel to and from work sites,
6. Provide safety and first aid materials and supplies for construction personnel assigned to this project,

**Customer: Alltel**  
**Project: Utah Back Bone**

**Sales Order #: A74514**

**Statement of work for Microwave Antenna System Installation**

---

**8. Management, Reporting**

1. Provide execution schedule, similar to Midland project.
2. Provide daily status reports via e-mail to the Harris Project Engineer, giving;
  - Status of different tasks: done during past day, pending points,
  - Schedule updates.
3. Inform Harris Project Engineer by phone or e-mail of any problem or difficulty,
4. Inform Harris PE of any additional material/work which may be needed to perform/complete proper installation (waveguide tray, waveguide bridge...).
5. Fill out Field Equipment Return forms, when necessary,
6. Ensure field coordination with Harris's Customer and Field Manager,
7. Notify the Harris Project Engineer of work completion in writing.
8. Supply all deliverables to the Harris project Engineer within ten days of the work completion.

**9. Redlined documentation**

1. Mark-up any additions, changes or deletions to drawings and specifications and send to Harris Project Engineer for update of installation documents.

**10. Clean up**

1. Clean up and dispose of all debris from project work site on a daily basis,

**11. Quality Assurance requirements**

1. It is expected that the contractor will perform installation in such a manner that meets all Harris standards as well as any OEM equipment installation standards, i.e. Andrew, Gabriel etc...
2. Harris reserves the right to perform installation audit at any time during or up to 1 year after project sign off.
3. If any part of the installation is found to be sub standard or in need of any re-work, contractor shall be responsible for cost of the Harris audit, going back to any sites needing extra work, performing the labor to fix any problems, and invoices may be held until installation is fully acceptable to customer and Harris.

**12. Workmanship warranty**

1. Provide 1 year workmanship warranty,

**Customer: Alltel**  
**Project: Utah Back Bone**

**Sales Order #: A74514**

**Statement of work for Microwave Antenna System Installation**

---

**13. Payment Terms:**

1. Payment schedule will be as follows:
  - 90% after work completion and receipt of all deliverables by Harris,
  - 10% after acceptance of the installation by Harris customer.

**14. Harris points of contact**

- 1) Steve Maki or Steve Balderas will be the Harris Field Manager and will be installing radios.
- 2) Raudel Esquivel
  - Harris Corp.
  - Project Engineer
  - Office 650-594-3107
  - Cell 650-576-5977
  - efax 321-674-2912

**15. Attachments**

- 1.1. *System Layout*
- 1.2. *Equipment List*
- 1.3. *Path Calcs*
- 1.4. *Installation Check List*
- 1.5. *Antenna audit sheet*





## Broken Arrow Communications

5931 Sea Lion Place, Carlsbad, CA 92008 (760)918-0551 Fax (760)918-0739

TO: Harris

QUOTE NO: 20-2349-1

DATE: 8/16/2006

QUOTE VALID: 30 DAYS

DELIVERY: PER RFQ REQUEST

TERMS: NET 30

FOB: INSTALLED

Phone: 650-594-3107

Fax: 321-674-2748

Attention: Raudel Esquivel

e-mail: [resquive@harris.com](mailto:resquive@harris.com)

CUSTOMER REFERENCE: Alltel/Wyoming 14

ITEM	DESCRIPTION		QTY	UNIT	TOTAL PRICE
1	1 Deinstall 16 existing antennas 2 Install 12 new antennas 3 Remove 805' of existing WG 4 Install 1385' of new WG 5 Deliver Material to Sites 6 Assembly of Antennas 7 Trash Removal 8 Path Alignment 9. Tower Crew Management/Project	Labor	1	\$ 174,100.00	\$ 174,100.00
2	Antenna Mounts	Material	12	\$ 750.00	\$ 9,000.00
3	Option: Sweep Tests (per Sweep)	Labor	1	\$ 350.00	
4					
***SYSTEM TOTAL***					\$ 183,100.00

### STATEMENT OF WORK:

- (A) Broken Arrow Communications will provide all labor, supervision, materials, equipment and transportation necessary to the completion of the work shown in the Bid Documents or verbal direction.
- (B) Quote assume no material to be provided by Broken Arrow Communications, unless otherwise specified
- (C) Quote assumes all towers are safe to climb. Bid does not include manlift or crane rental.
- (D) Quote assumes reasonable access to sites. Sites needing 4 wheel drive access need to be identified before project start
- (E) Quote for one mobilization/remobilization, available customer technician, and all sites are ready for install.
- (F) Quote based on uninterrupted contiguous installation
- (G) \$2000/day standby time.
- (F) Quote based on SOW# A64897 Alltel Wyoming 14

### NOTES AND ASSUMPTIONS:

- (B) Broken Arrow Communications will provide the labor and expertise, tools and equipment.
- (C) Broken Arrow Communications will provide a Safety Manager to supervise this project current CAL-OSHA requirements.
- (D) Standard Daily Rate for all additional work beyond scope of work is \$520.00 per day per technician, plus vehicles and all necessary tools and equipment to accomplish assigned tasks. All additional materials provided by Broken Arrow Communications with the customer's authority will be charged at cost plus 15%.
- (E) No work shall begin until a approved Purchase Order has been received or a Verbal Request form has been signed by an authorized person. If VFR is signed an PO will still be required but work will proceed.
- (F) Standard daily Per Diem for all additional work will be \$100 per day per technician.

### EXCEPTIONS:

Any additional requirements by the local cities, utility companies, state agencies or any other government agency. Any additional requirements by property owner.

Regards,

If above listed terms and prices are acceptable please sign below and fax back:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please print name and title



HARRIS CORPORATION  
MICROWAVE COMMUNICATIONS DIVISION  
5757 FARINON DRIVE  
SAN ANTONIO, TEXAS 78249-3410  
210-561-7300 FAX 210-561-7499

NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP ANY ITEM BY DATE SPECIFIED  
PLEASE SHOW HARRIS PART NUMBERS ON ALL PACKING LISTS AND INVOICES  
THIS IS A CONFIRMING ORDER. DO NOT DUPLICATE

**IMPORTANT**

SELLER UNDERSTANDS THAT THIS PURCHASE ORDER IS SUBJECT  
TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

VENDOR: BROKEN ARROW COMMUNICATIONS  
5931 SEA LION PLACE  
SUITE 104  
CARLSBAD, CA  
U.S.A. 92008

Purchase Order			
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING DOCUMENTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.			
PURCHASE ORDER NO.	CHANGE NO.	BUYER	PAGE
SU473108	0	AS	1
SHIP TO: SHIP TO ADDRESS IN BODY OF PO.			
BILL TO: HARRIS CORP (MCD-RWS) Accounts Payable-Mailstop #54 PO Box 9008 MELBOURNE, FL U.S.A. 32902			

ORDER DATE 10/25/06	VENDOR ID BROKEN02	SHIP VIA HARRIS ROUTING GUIDE	F.O.B. Origin	CONFIRM TO DENNIS OLSON
TERMS 0.00% 30 Net 30	REQUEST NO. R4340	DELIVER TO	VENDOR TELEPHONE 760-918-0551	TAX No

REMARKS SO#A64897PDK RAUDEL ESQUIVEL/MICHELE DELEFORGE	RESALE NUMBER SY BHA 19-685321-001-BHA
---	---

ITEM	QUANTITY	PART NUMBER/ DESCRIPTION	DELIVERY DATE	UOM	UNIT PRICE	AMOUNT
1	183100.00	Non-stock RV: ANTENNA INSTALL AS FOLLOWS: OF 14 HOPS IN WYOMING @ \$174,100.00 ANTENNA MOUNTS 12 @ \$750.00 EA = \$9,000.00 SWEEP TESTS 1 @ \$350.00  Removal of existing antennas, delivered to the City Dumps. Removal of some of the W/G, delivered to the city Dumps Installation of the new antennas. Sweep all W/G, existing and new, provide data Inventory the antenna systems, deliver to sites. BAC must complete the antenna audit forms BAC must submit pictures of installation. Include 12 antenna mounts  Help with radios portion, deliver radios, Deliver the new Harris radios to sites. Bolt down the radios. Tower Fld Manger to assist scheduling crew  ALL WORK TO BE PERFORMED PER HARRIS SOW & SUBCONTRACTOR FIRM FIXED PRICED QUOTE #20-2349-1 DATED 08/16/06 AND ATTACHED  ***QUOTES SUBMITTED ARE FIRM FIXED PRICED. OUT OF SCOPE WORK REQUIRES HARRIS PRE-APPROVAL FOR	03/25/07	LT	1.000000	183100.00

SPECIAL INSTRUCTIONS / NOTES:

TOTAL ORDER

SUPPLIER

Pg 10/17

AUTHORIZED SIGNATURE



HARRIS CORP. DIVISION  
MICROWAVE COMMUNICATIONS DIVISION  
5757 FARINON DRIVE  
SAN ANTONIO, TEXAS 78249-3410  
210-561-7300 FAX 210-561-7499

NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP ANY ITEM BY DATE SPECIFIED  
PLEASE SHOW HARRIS PART NUMBERS ON ALL PACKING LISTS AND INVOICES  
THIS IS A CONFIRMING ORDER. DO NOT DUPLICATE.

**IMPORTANT**  
SELLER UNDERSTANDS THAT THIS PURCHASE ORDER IS SUBJECT  
TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

**VENDOR:** BROKEN ARROW COMMUNICATIONS  
5931 SEA LION PLACE  
SUITE 104  
CARLSBAD, CA  
U.S.A. 92008

## Purchase Order

THIS PURCHASE ORDER NUMBER MUST APPEAR ON  
ALL INVOICES, SHIPPING DOCUMENTS, CARTONS AND  
CORRESPONDENCE RELATED TO THIS ORDER.

PURCHASE ORDER NO.	CHANGE NO.	BUYER	PAGE
SU473108	0	AS	2

**SHIP TO:**  
SHIP TO ADDRESS IN BODY OF PO

**BILL TO:**  
HARRIS CORP (MCD-RWS)  
Accounts Payable-Mailstop #54  
PO Box 9008  
MELBOURNE, FL  
U.S.A. 32902

ORDER DATE 10/25/06	VENDOR ID BROKEN02	SHIP VIA HARRIS ROUTING GUIDE	F.O.B. Origin	CONFIRM TO DENNIS OLSON
TERMS 0.00% 30 Net 30		REQUEST NO. R4340	DELIVER TO	VENDOR TELEPHONE 760-918-0551
TAX No				

REMARKS  
SO#A64897PDK RAUDEL ESQUIVEL/MICHELE DELEFORGE

RESALE NUMBER  
SY BHA 19-685321-001-BHA

ITEM	QUANTITY	PART NUMBER/ DESCRIPTION	DELIVERY DATE	UOM	UNIT PRICE	AMOUNT
		REIMBURSEMENT. SUBCONTRACTOR MUST A SUBMIT (HARRIS ) FIELD AUTHORIZATION CHANGE ORDER FORM WITH UPSCOPE DETAILS & COST FOR SIGNATURE APPROVAL.  ***PERSONAL PROTECTIVE EQUIPMENT (PPE) MUST BE MAINTAINED AND UTILIZED PER OSHA STANDARDS  ***TOWER CLIMBERS MUST BE CERTIFIED- EMAIL CERTIFICATE COPY TO SHEIK.ALI@HARRIS.COM IF NOT SUBMITTED  PROJECT NAME: WYOMING 14  PERIOD OF PERFORMANCE: NOV 2006  REQUIRED ON SITE: 10/31/2006  TOTAL PO NTE: \$183,100.00  ****SUBCONTRACTOR MUST SUBMIT ALL DATA SHEETS, REPORTS, AND/OR FINAL ANTENNA AND RADIO INSTALL CHECKLISTS REQUIRED PRIOR TO INVOICING FOR PAYMENT.				

SPECIAL INSTRUCTIONS / NOTES:

TOTAL ORDER

SUPPLIER

AUTHORIZED SIGNATURE



HARRIS CORP. DIVISION  
MICROWAVE COMMUNICATIONS DIVISION  
5757 FARINON DRIVE  
SAN ANTONIO, TEXAS 78249-3410  
210-561-7300 FAX 210-561-7499

NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP ANY ITEM BY DATE SPECIFIED.  
PLEASE SHOW HARRIS PART NUMBERS ON ALL PACKING LISTS AND INVOICES  
THIS IS A CONFIRMING ORDER. DO NOT DUPLICATE

**IMPORTANT**

SELLER UNDERSTANDS THAT THIS PURCHASE ORDER IS SUBJECT  
TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

VENDOR: BROKEN ARROW COMMUNICATIONS  
5931 SEA LION PLACE  
SUITE 104  
CARLSBAD, CA  
U.S.A. 92008

# Purchase Order

THIS PURCHASE ORDER NUMBER MUST APPEAR ON  
ALL INVOICES, SHIPPING DOCUMENTS, CARTONS AND  
CORRESPONDENCE RELATED TO THIS ORDER

PURCHASE ORDER NO.	CHANGE NO.	BUYER	PAGE
SU473108	0	AS	3

SHIP TO:  
SHIP TO ADDRESS IN BODY OF PO

BILL TO:  
HARRIS CORP (MCD-RWS)  
Accounts Payable-Mailstop #54  
PO Box 9008  
MELBOURNE, FL  
U.S.A. 32902

ORDER DATE 10/25/06	VENDOR ID BROKEN02	SHIP VIA HARRIS ROUTING GUIDE	F.O.B. Origin	CONFIRM TO DENNIS OLSON
TERMS 0.00% 30 Net 30		REQUEST NO. R4340	DELIVER TO	VENDOR TELEPHONE 760-918-0551
TAX No				

REMARKS  
SO#A64897PDK RAUDEL ESQUIVEL/MICHELE DELEFORGE  
RESALE NUMBER  
SY BHA 19-685321-001-BHA

ITEM	QUANTITY	PART NUMBER/ DESCRIPTION	DELIVERY DATE	UOM	UNIT PRICE	AMOUNT
		INVOICE APPROVAL BY: MICHELE DELEFORGE				
		HARRIS BUYER: ANGELA ALONSO-SMITH 210-561-7414				
		INVOICING: INVOICES MUST REFERENCE A PO# & FORWARDED TO MARY VICTORIO FOR PROPER PROCESSING AT:				
		Harris Corp - RWS 350 Twin Dolphin Drive Redwood Shores, CA 94065 Attn: Mary Victorio-Mailstop 27 Phone: 650-594-3206				
		ENSURE HARRIS PROJECT MANAGER HAS ALL CHANGE ORDERS PRIOR TO INVOICING. AND INVOICE PER APPLICABLE LINE # ON PO.				

SPECIAL INSTRUCTIONS / NOTES:

**TOTAL ORDER**

\$ 183100.00

SUPPLIER

AUTHORIZED SIGNATURE

**Customer: Alltel**  
**Project: Wyoming 14**

**Sales Order #: A64897**

**Statement of work for  
Microwave Antenna System Installation**

---

**Statement of Work**

**Alltel / Wyoming 14**

**Location: Wyoming**  
**Work Starting by: 10/24/06**  
**Generated by: Raudel Esquivel**



**Customer: Alltel**  
**Project: Wyoming 14**

**Sales Order #: A64897**

**Statement of work for  
Microwave Antenna System Installation**

---

**Contents**

1. Introduction.....	3
2. Installation Materials, Test Equipment and Tools.....	3
3. Antenna System De-Installation .....	3
4. Antenna System Installation .....	4
5. Transport, unpacking, inventory .....	5
6. Management, Reporting.....	6
7. Redlined documentation .....	6
8. Clean up .....	6
9. Quality Assurance requirements .....	6
10. Workmanship warranty.....	6
11. Payment Terms: .....	7
12. Harris points of contact.....	7
13. Attachments .....	7
1.1. Antenna change outs.....	7
1.2. Antenna audit sheet.....	7

**Customer: Alltel**  
**Project: Wyoming 14**

**Sales Order #: A64897**

**Statement of work for  
Microwave Antenna System Installation**

---

## **1. Introduction**

This SOW is related to the installation tasks to be carried out for Harris within the scope of a project for Alltel. This project consists of 14 hops in Wyoming.

The Antenna systems will consists of:

- Re-using 8 antenna systems
- Installation of 14 new antennas
- All antennas will require 2 stiff arms
- Re-use 3 de-installed antennas
- Installation of 6 new Waveguide runs
- De-installation of 17 existing antenna systems
- De-installation of 6 existing Waveguide runs

It is to be noted that in order to minimize the down time, the replacement of the existing antenna systems will be scheduled and performed in the following order (to be coordinated with Alltel and Harris Field Manager):

- 1) Replacement of diversity antenna, performed during business hours,
- 2) Replacement of primary antenna, performed during maintenance windows.

All tasks are detailed below. Please refer to attached equipment list for applicability of the tasks/site.

## **2. Installation Materials, Test Equipment and Tools**

1. Provide standard type pipe mounts, where needed.
2. Provide Test equipment and tools necessary for all tasks described in this SOW,

## **3. Antenna System De-Installation**

1. Record Received Signal Level on existing radios at both ends of the path (keypad or AGC voltage) prior to de-installation of the antenna system,
2. De-install antenna system.
3. Transport removed antennas and coiled waveguides to MTSO Yard or Dispose of at refuse center.

## **4. Tower Scope, Per Structural Analysis Provided**

1. Pumpkin Butte, needs to be plumbed & guy wires tensioned.

**Customer: Alltel**  
**Project: Wyoming 14**

**Sales Order #: A64897**

**Statement of work for  
Microwave Antenna System Installation**

---

2. Midwest, required to bundle existing coax.
3. Glenrock, waveguide must be placed as identified in report.
4. Chugwater, waveguide must be placed as identified in report.

## **5. Antenna System Installation**

1. Provide and install antenna pipe mount at centerline required by frequency coordination sheet.
2. Install dishes on pipe mounts with all stiff arms.
  - Stiff arms must be properly secured to tower members with angles meeting Andrew specifications. (Manufacturer Specifications)
  - Feedhorn polarization must be in accordance with frequency coordination sheets
  - On dual polarization antennas, in the absence of specific requirement from frequency coordination (RH or LH), those feedhorns must be installed in a consistent way at each site (all vertical ports left or all right) to facilitate polarization check from the bottom of the tower when needed,
3. Install waveguide from antenna to inside shelter where radios will go, with hanger kits at three-foot intervals for each run.
4. Install cross guide couplers for all main w/g runs, whether new or existing. Ensure they are installed properly with all screws and are easily accessible with test equipment.
5. Sweep w/g terminated by antenna within antenna frequency range and record results. Return loss objective is 22dB minimum within the entire antenna range. If the W/G return loss is below the 22 dB spec, consult Harris Project Engineer, as it may need to be replaced.
6. Label w/g at both ends
7. Ground waveguide:
  - at the antenna,
  - at the base of the waveguide run,
  - Grounding may be required in middle of vertical run when it exceeds 200ft
  - at waveguide entrance if applicable.
8. Terminate the waveguide at the antenna and at equipment ends, provide a drip loop at building entry.
9. Reuse existing dehydrators,
10. Install pressure manifold and connect to existing pressurization system (when applicable)
11. Install pressure window and connect pressure line from waveguide to pressure manifold. Pressurize the waveguide and set dehydrator system to 4 psi. Check

**Customer: Alltel**  
**Project: Wyoming 14**

**Sales Order #: A64897**

**Statement of work for  
 Microwave Antenna System Installation**

---

for pressurization leaks by shutting off valve and ensuring less than ½ psi drop over 4 hours.

12. Perform path alignment using an analog meter connected to the AGC voltage on radio and measure received signal level and compare to path calculation summary. Performance objective is + 2 db of the path calculation sheet. For replaced antennas, if path calculation not met, compare to received signal levels recorded prior to de-installation of existing antennas
13. Fill out installation check list form to all items that are applicable to the antenna installation and send to Harris project engineer, prior to leaving the job.
14. Provide one (1) set of digital color photos of antenna system installation, label each photo by site/direction and send to the Harris Project Engineer.
  - New antenna installation on tower with close up picture of back of antenna showing
  - feed orientation as well as side strut attachment to antenna and tower.
  - Photo of the antenna mount, close up showing attachment to tower.
  - Photo that verifies each waveguide run is adequately supported between the feed horn and waveguide ladder or vertical tower member.
  - Vertical transmission line run on antenna tower, close up of some hangers
  - Horizontal transmission line run on ice bridge/structure into shelter/building
  - Photo showing the drip loop in the W/G.
  - Entry port from outside and inside showing also grounding.
  - Transmission line run (inside) at the entry port and at TOR of radio with flex.
  - Dehydrator, pressure gauges.
15. Fill out FCC antenna audit form and return to the Harris Project Engineer.

## **6. Transport, unpacking, inventory**

1. Provide transport of equipment/material supplied by Harris from Customer's storage warehouse to the sites.
2. Unpack equipment/material
3. The Harris radios will also be transported to sites. Bolt down radios, as specified by customer or Harris field Manager.
4. Perform inventory according to shipping lists and inform immediately Harris Project Engineer of any damage or discrepancy,
5. Provide transportation of vendor's personnel to and from work sites,
6. Provide safety and first aid materials and supplies for construction personnel assigned to this project,

**Customer: Alltel**  
**Project: Wyoming 14**

**Sales Order #: A64897**

**Statement of work for  
Microwave Antenna System Installation**

---

## **7. Management, Reporting**

1. Provide execution schedule,
2. Provide daily status reports via e-mail to the Harris Project Engineer, giving:
  - Status of different tasks: done during past day, pending points,
  - Schedule updates.
3. Inform Harris Project Engineer by phone or e-mail of any problem or difficulty,
4. Inform Harris PE of any additional material/work which may be needed to perform/complete proper installation (waveguide tray, waveguide bridge...).
5. Fill out Field Equipment Return forms, when necessary,
6. Ensure field coordination with Harris's Customer and Field Manager,
7. Notify the Harris Project Engineer of work completion in writing.
8. Supply all deliverables to the Harris project Engineer within ten days of the work completion.

## **8. Redlined documentation**

1. Mark-up any additions, changes or deletions to drawings and specifications and send to Harris Project Engineer for update of installation documents.

## **9. Clean up**

1. Clean up and dispose of all debris from project work site on a daily basis,

## **10. Quality Assurance requirements**

1. It is expected that the contractor will perform installation in such a manner that meets all Harris standards as well as any OEM equipment installation standards, i.e. Andrew, Gabriel etc...
2. Harris reserves the right to perform installation audit at any time during or up to 1 year after project sign off.
3. If any part of the installation is found to be sub standard or in need of any re-work, contractor shall be responsible for cost of the Harris audit, going back to any sites needing extra work, performing the labor to fix any problems, and invoices may be held until installation is fully acceptable to customer and Harris.

## **11. Workmanship warranty**

1. Provide 1 year workmanship warranty,

**Customer: Alltel**  
**Project: Wyoming 14**

**Sales Order #: A64897**

**Statement of work for  
Microwave Antenna System Installation**

---

**12. Payment Terms:**

1. Payment schedule will be as follows:
  - 90% after work completion and receipt of all deliverables by Harris,
  - 10% after acceptance of the installation by Harris customer.

**13. Harris points of contact**

- 1) Raudel Esquivel
  - Harris Corp.
  - Project Engineer
  - Office 650-594-3107
  - Cell 650-576-5977
  - efax 321-674-2912

**14. Attachments**

- 1.1. *Antenna change outs*
- 1.2. *Antenna audit sheet*



ORIGINAL

CIVIL COVER SHEET

JS 44 (Rev. 11/04)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**

BROKEN ARROW COMMUNICATIONS, INC.

**(b) County of Residence of First Listed Plaintiff** San Diego, CA  
(EXCEPT IN U.S. PLAINTIFF CASES)

**(c) Attorney's (Firm Name, Address, and Telephone Number)**  
William L. Miltner, Esq. / SBN 139097 MILTNER LAW GROUP, APC  
Sean M. Piccola, Esq. / SBN 232487 402 West Broadway, Suite 810  
San Diego, CA 92101 (619) 615-5333

**DEFENDANTS**

HARRIS CORPORATION 08 MAR 27 AM 10:34

County of Residence of First Listed Defendant CLERK, U.S. DISTRICT COURT  
(IN U.S. PLAINTIFF CASES, ONLY DISTRICT OF CALIFORNIA)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED

Attorneys (If Known) UNKNOWN

08 CV 0573 W RBB

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

☐ 1 U.S. Government Plaintiff

☐ 2 U.S. Government Defendant

☐ 3 Federal Question (U.S. Government Not a Party)

☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3
Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<b>PERSONAL INJURY</b>	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<b>PROPERTY RIGHTS</b>	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 660 Occupational Safety/Health	<b>SOCIAL SECURITY</b>	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<b>LABOR</b>	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 810 Selective Service
<input checked="" type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability	<b>CIVIL RIGHTS</b>	<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
<b>REAL PROPERTY</b>	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 740 Railway Labor Act	<b>FEDERAL TAX SUITS</b>	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment			<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 446 Amer. w/Disabilities - Other			<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 440 Other Civil Rights			<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 290 All Other Real Property				<input type="checkbox"/> 950 Constitutionality of State Statutes
	<b>PRISONER PETITIONS</b>			
	<input type="checkbox"/> 510 Motions to Vacate Sentence			
	<b>Habeas Corpus:</b>			
	<input type="checkbox"/> 530 General			
	<input type="checkbox"/> 535 Death Penalty			
	<input type="checkbox"/> 540 Mandamus & Other			
	<input type="checkbox"/> 550 Civil Rights			
	<input type="checkbox"/> 555 Prison Condition			

**V. ORIGIN** (Place an "X" in One Box Only)

☒ 1 Original Proceeding

☐ 2 Removed from State Court

☐ 3 Remanded from Appellate Court

☐ 4 Reinstated or Reopened

☐ 5 Transferred from another district (specify)

☐ 6 Multidistrict Litigation

☐ 7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 USCA §1332

Brief description of cause: BREACH OF 3 CONTRACTS TOTALING \$282,309.40

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ 282,309.40

CHECK YES only if demanded in complaint: JURY DEMAND: ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions): JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE 3-27-2008

SIGNATURE OF ATTORNEY OF RECORD [Signature]

FOR OFFICE USE ONLY

RECEIPT # 149138 AMOUNT \$350 APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

88 3/27/08

**UNITED STATES  
DISTRICT COURT**  
SOUTHERN DISTRICT OF CALIFORNIA  
SAN DIEGO DIVISION

**# 149138 - SH  
\* \* C O P Y \* \*  
March 27, 2008  
10:34:48**

**Civ Fil Non-Pris**

USAO #: 08CV0573

Judge...: THOMAS J WHELAN

Amount.: \$350.00 CK

Check#: BC2077

**Total-> \$350.00**

FROM: BROKEN ARROW COMM INC V.  
HARRIS CORP